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भारत का राजपत्र

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सं. 37]

नई दिल्ली, सितम्बर 7—सितम्बर 13, 2003, शनिवार/भाद्र 16—भाद्र 22, 1925

No. 37] NEW DELHI, SEPTEMBER 7—SEPTEMBER 13, 2003, SATURDAY/BHADRA 16—BHADRA 22, 1925

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय : मदुरै

सं. 2/2003-सीमा शुल्क (एन टी)

मदुरै, 29 अगस्त, 2003

का० आ० 2568.—सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 जो भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के अधिसूचना सं. 33/94-सीमा शुल्क (एन टी) दिनांक 1/7/94 के साथ पठित, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं एतदद्वारा तमिलनाडु राज्य के, दिङ्कुकल जिला, दिङ्कुकल तालूका के चेट्टिनायककनपट्टी गांव की सीमा शुल्क अधिनियम, 1962 (1962 का 52) के अधीन शत प्रतिशत नियांतोन्मुख उपक्रम स्थापित करने हेतु भांडागार घोषित करता हूँ।

[फा. सी. सं. IV/16/74/2003-तक.]

एम. सुरेश, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

OFFICE OF THE COMMISSIONER OF CENTRAL
EXCISE : MADURAI

No. 2/2003-Customs(NT)

Mudurai, the 29th August, 2003

S.O. 2568.—In exercise of the powers conferred on me under Section 9 of the Customs Act, 1962 (52 of 1962) read with Notification No. 33/94-Customs (NT) dated 01-07-94 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare "CHETTINAICKENPATTI VILLAGE, DINDIGUL TALUK, DINDIGUL DISTRICT" in the State of Tamil Nadu to be a warehousing station under the Customs Act, 1962 (52 of 1962) for the purpose of setting up of 100% Export Oriented Undertakings.

[File C.No.IV/16/74/2003-Tech.]

M. SURESH, Commissioner

मुख्य आयकर आयुक्त, कोलकाता-I का कार्यालय

कोलकाता, 2 सितम्बर, 2003

का० आ० 2569.—आयकर अधिनियम, 1961 की धारा 120 की उपधारा (1) व (2) में प्रदत्त शक्ति तथा इस संबंध में प्रदत्त अन्य समस्त शक्तियों के अनुसार में, मुख्य आयकर आयुक्त, कोलकाता-I, एतद्वारा क्रमशः स्तंभ (2) व (3) में उल्लिखित आयकर आयुक्त/संयुक्त आयकर आयुक्त के अधीन निम्नलिखित कर वसूली अधिकारियों के नये पद सृजित करता है।

यह आदेश तत्काल लागू होगा।

1	2	3	4
मु.आ.आ. प्रभार	आ.आ. प्रभार	अपर/संयुक्त क व अ	
		आयकर	
		आयुक्त	

मु.आ.आ. कोर्ट-6	आ.आ.-टीडीएस	रेंज-57	क व अ-57
		रेंज-58	क व अ-58
		रेंज-59	क व अ-59

[फा. सं. : 2ई/34/क व अ/2003-04]

एन. पी. सेनगुप्ता, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF
INCOME TAX KOLKATA-I

Kolkata, the 2nd September, 2003

S.O. 2569.—In accordance with the power conferred by Sub-sections (1) & (2) of Section 120 of the Income Tax Act, 1961 and all other powers enabling me in this behalf, I, the Chief Commissioner of Income Tax, Kolkata-I, hereby create the new posts of TRO as given below, under the administrative control of the Commissioner of Income Tax and Additional/Joint Commissioner of Income Tax mentioned in Columns (2) & (3) respectively against each.

This order will take immediate effect.

1	2	3	4
CCIT Charge	CIT Charge	Addl/ Jt. CIT	TRO
CCIT, Kolkata-VI	CIT-TDS	Range-57	TRO-57
		Range-58	TRO-58
		Range-59	TRO-59

[फा. सं. : 2ई/34/TRO/03-04]

N. P. SENGUPTA, Chief Commissioner of Income Tax

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 3 सितम्बर, 2003

का० आ० 2570.—भविष्य निधि अधिनियम, 1925 (1925 का XIX) की धारा 8 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग

करते हुए केन्द्र सरकार, एतद्वारा, यह निदेश देती है कि उक्त अधिनियम के उपबंध भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 (1989 का 39) के अंतर्गत स्थापित भारतीय लघु उद्योग विकास बैंक के कर्मचारियों के लाभ के लिए स्थापित भविष्य निधि पर लागू होंगे।

[फा. सं. 17/11/2001-आईएफ-II]

एम. के. मल्होत्रा, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 3rd September, 2003

S.O. 2570.—In exercise of the powers conferred by sub-section (2) of Section 8 of the Provident Fund Act, 1925 (XIX of 1925), the Central Government hereby direct that the provisions of the said Act shall apply to the Provident Fund established for the benefit of the employees of the Small Industries Development Bank of India established under the Small Industries Development Bank of India Act, 1989 (39 of 1989).

[F. No. 17/11/2001-IF.II]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 3 सितम्बर, 2003

का० आ० 2571.—भविष्य निधि अधिनियम, 1925 (1925 का XIX) की धारा 8 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, एतद्वारा, उक्त अधिनियम की अनुसूची में निम्नलिखित सर्वजनिक संस्था का नाम जोड़ती है :—

“भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 (1989 का 39) के अंतर्गत स्थापित भारतीय लघु उद्योग विकास बैंक”।

[फा. सं. 17/11/2001-आईएफ-II]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 3rd September, 2003

S.O. 2571.—In exercise of the powers conferred by Sub-section (3) of Section 8 of the Provident Fund Act, 1925 (XIX of 1925), the Central Government hereby adds to the schedule of the said Act the name of the following public institution namely :—

“The Small Industries Development Bank of India established under the Small Industries Development Bank of India Act, 1989 (39 of 1989)”.

[F. No. 17/11/2001-IF.II]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 3 सितम्बर, 2003

का० आ० 2572.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) (ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का

प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा वैद्य देवेन्द्र त्रिगुणा, 143-ए, सराय काले खां, निजामुद्दीन पूर्व, नई दिल्ली को 3 सितम्बर, 2003 से तीन वर्ष की अवधि के लिए ओरियन्टल बैंक ऑफ कॉर्मस में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा. सं० 9/17/2000-बीओ-I]

रमेश चन्द, अवर सचिव

New Delhi, the 3rd September, 2003

S.O. 2572.—In exercise of the powers conferred by Sub-section (3) (h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, hereby nominates Vaidya Devendra Triguna, 143-A, Sarai Kale Khan, Nizamuddin East, New Delhi as part-time non-official director of Oriental Bank of Commerce for a period of three years with effect from 3rd September, 2003.

[F. No. 9/17/2000-B.O.I]

RAMESH CHAND, Under Secy.

नई दिल्ली, 3 सितम्बर, 2003

का० आ० 2573.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारतीय रिजर्व बैंक, भोपाल के क्षेत्रीय निदेशक कुमारी उमा सुब्रह्मण्यम को श्री वी० एस० दास के स्थान पर तत्काल प्रभाव से और आगामी आदेशों तक पंजाब एंड सिंध बैंक के निदेशक के रूप में नामित करती है।

[फा. सं० 9/9/2003-बीओ-I]

रमेश चन्द, अवर सचिव

New Delhi, the 3rd September, 2003

S.O. 2573.—In exercise of the powers conferred by clause (c) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with Sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, hereby nominates Kum. Uma Subramaniam, Regional Director, Reserve Bank of India, Bhopal as a Director of Punjab & Sind Bank with immediate effect and until further orders vice Shri V.S. Das.

[F. No. 9/9/2003-B.O.I]

RAMESH CHAND, Under Secy.

नई दिल्ली, 5 सितम्बर, 2003

का० आ० 2574.—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खण्ड (ङ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री सुरेश विष्णुपंत डांगे, विशेष सहायक, यूनियन बैंक आफ इंडिया, एम.जी. रोड शाखा, बड़ोदरा को 5-9-2003 से तीन वर्ष की अवधि के लिए और उसके बाद उनके उत्तराधिकारी की नियुक्ति होने तक या यूनियन बैंक आफ इंडिया के कर्मकार कर्मचारी के रूप में उनकी सेवाएं समाप्त होने तक या अगले आदेशों तक, इनमें से जो भी पहले हो, सेंट्रल बैंक आफ इंडिया के निदेशक बोर्ड में कर्मकार कर्मचारी निदेशक के रूप में नामित करती है, परंतु वे लगातार छह वर्ष से अधिक की अवधि तक पदधारित नहीं करेंगे।

[फा०सं० 15/3/2002-आई०आर०]

ए० थामस, अवर सचिव

New Delhi, the 5th September, 2003

S.O. 2574.—In exercise of the powers conferred by Clause (e) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with Sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri C.M. Puri, Computer Terminal Operator, Central Bank of India, Connaught Circus Branch, New Delhi as a Workmen Employee Director on the Board of Directors of Central Bank of India for a period of three years with effect from 5-9-2003 and thereafter until his successor is appointed or till he ceases to be a workman employee of Central Bank of India, or until further orders, whichever is earliest provided that he shall not hold office continuously for a period exceeding six years.

[F. No. 15/3/2002-IR]

A. THOMAS, Under Secy.

नई दिल्ली, 5 सितम्बर, 2003

का० आ० 2575.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खण्ड (ङ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री सुरेश विष्णुपंत डांगे, विशेष सहायक, यूनियन बैंक आफ इंडिया, एम.जी. रोड शाखा, बड़ोदरा को 5-9-2003 से तीन वर्ष की अवधि के लिए और उसके बाद उनके उत्तराधिकारी की नियुक्ति होने तक या यूनियन बैंक आफ इंडिया के कर्मकार कर्मचारी के रूप में उनकी सेवाएं समाप्त होने तक या अगले आदेशों तक, इनमें से जो भी पहले हो, सेंट्रल बैंक आफ इंडिया के निदेशक बोर्ड में कर्मकार कर्मचारी निदेशक के रूप में नामित करती है, परंतु वे लगातार छह वर्ष से अधिक की अवधि तक पदधारित नहीं करेंगे।

[फा०सं० 15/3/2003-आई०आर०]

ए० थामस, अवर सचिव

New Delhi, the 5th September, 2003

S.O. 2575.—In exercise of the powers conferred by Clause (c) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with Sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri Suresh Vishnupant Dange, Special Assistant, Union Bank of India, MG Road Branch, Vadodara as a Workmen Employee Director on the Board of Directors of Union Bank of India for a period of three years with effect from 5-9-2003 and thereafter until his successor is appointed or till he ceases to be a workman employee of Union Bank of India, or until further orders, whichever is earliest provided that he shall not hold office continuously for a period exceeding six years.

[F. No. 15/3/2003-IR]

A. THOMAS, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(भारतीय चिकित्सा पद्धति एवं होम्योपैथी विभाग)

नई दिल्ली, 27 अगस्त, 2003

का०आ० 2576.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, स्वास्थ्य और परिवार कल्याण मंत्रालय के भारतीय चिकित्सा पद्धति एवं होम्योपैथी विभाग में हिन्दी का कार्य साधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फलस्वरूप उसे एतदद्वारा अधिसूचित करती है।

[सं० ई० 11018(2)/2003-भा०च०प०(रा०भा०)]

सुमन श्रीवास्तव, उप निदेशक (रा०भा०)

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of ISM & H)

New Delhi, the 27th August, 2003

S.O. 2576.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the Department of Indian System of Medicine & Homoeopathy, Ministry of Health & Family Welfare where the percentage of Hindi knowing staff has gone above 80%.

[No. E 11018(2)/2003-ISM(O.L.)]

SUMAN SRIVASTAVA, Dy. Director (O.L.)

वस्त्र मंत्रालय

नई दिल्ली, 4 सितम्बर, 2003

का०आ० 2577.—केंद्रीय सरकार, (संघ के शासकीय प्रयोजनों के प्रयोग के लिए) राजभाषा नियम, 1976 के नियम 10 के उपनियम 4

के अनुसरण में, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालयों को जिनमें 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. केन्नानूर स्पिनिंग एंड वीविंग मिल, पो०भा० सं० 1601, कक्कड़, कन्नूर-670 005 (केरल)
2. अनुसंधान प्रसार केन्द्र, केन्द्रीय रेशम बोर्ड, आवास विकास कालोनी, कच्चे बाबा मार्ग, गोण्डा (उ०प्र०)
3. अनुसंधान प्रसार केन्द्र, केन्द्रीय रेशम बोर्ड, मोहल्ला बेहली, वार्ड सं० 10, रामपुर रोड, ऊना (ह०प्र०)
4. अनुसंधान प्रसार केन्द्र, केन्द्रीय रेशम बोर्ड, जिला परिषद् डाक बंगला, बागेश्वर (उत्तरांचल)
5. अनुसंधान प्रसार केन्द्र, केन्द्रीय रेशम बोर्ड, शांति सदन, शिवापुरम, बशारतपुर पूर्व, गोरखपुर (उ०प्र०)
6. कार्यालय विकास आयुक्त (हस्तशिल्प), हस्तशिल्प विषयक एवं सेवा विस्तार केन्द्र, कोडकी रोड, भीमराव नगर, भुज-कच्छ, गुजरात-370001।
7. भारतीय कालीन प्रौद्योगिकी संस्थान, चौरी रोड, भदोही, जिला-संत रविदास नगर (उ०प्र०)।

[सं० ई० 11016/1/99-हिन्दी]

सुधीर भार्गव, संयुक्त सचिव

MINISTRY OF TEXTILES

New Delhi, 4th September, 2003

S.O. 2577.—In pursuance of Sub-Rule 4 of Rule 10 of the Official Language (Use for Official Purposes of the Union), Rules, 1976 the Central Government hereby notifies the following offices under the Ministry of Textiles, whereof more than 80% staff have acquired working knowledge of Hindi.

1. Cannanore Spinning & Weaving Mills, P.B. No. 1601, Kakkad, Kannur-670 005(Kerala)
2. Research Extension Centre, Central Silk Board, Avas Vikas Colony, Kachchey Baba Marg, Gonda (U.P.)
3. Research Extension Centre, Central Silk Board, Mohalla Behli, Ward No.-10, Rampur Road, Una (HP)
4. Research Extension Centre, Central Silk Board, Zila Parishad Dak Bangalow, Bageshwar (Uttaranchal)
5. Research Extension Centre, Central Silk Board, Shanti Sadan Shivapuram, Basharatpur East, Gorakhpur (UP)
6. Office of the Development Commissioner (Handicrafts), Handicrafts Marketing & Service Extension Centre, Kodki Road, Bhim Rao Nagar, Bhuj-Kutch, Gujarat-370001

7. Indian Institute of Carpet Technology, Chauri Road, Badohi, Distt. Sant Ravidas Nagar (U.P.).
[No. E-11016/1/99-Hindi]

SUDHIR BHARGAVA, Jt. Secy.

विदेश मंत्रालय

(सी०षी०वी० प्रभाग)

नई दिल्ली, 25 अगस्त, 2003

का०आ० 2578.—राजनायिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का सहायक उच्चायोग केंडी में श्री प्रमोद कुमार अग्रवाल सहायक को 25-08-2003 से सहायक कौंसली अधिकारी का कार्य करने के लिए प्राधिकृत करती है।

[सं०टी० 4330/01/2003]

उपेन्द्र सिंह राथर, अवर सचिव (कौंसलर)

MINISTRY OF EXTERNAL AFFAIRS (C.P.V. Division)

New Delhi, the 25th August, 2003

S.O. 2578.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Pramod Kumar Agrawal, Assistant in the Assistant High Commission of India, Kandy to perform the duties of Assistant Consular Officer with effect from 25-08-2003.

[No. T. 4330/01/2003]

U.S. RAWAT, Under Secy.(Cons.)

इस्पात मंत्रालय

नई दिल्ली, 28 अगस्त, 2003

का०आ० 2579.—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम-10 के उपनियम (4) के अनुसरण में केन्द्रीय सरकार एतद्वारा इस्पात मंत्रालय के प्रशासनिक नियंत्रणाधीन शाखा विक्राय कार्यालय, स्टील अथोरिटी ऑफ इण्डिया लिमिटेड, श्री मोहनी कॉम्प्लेक्स, 345, एस.वी. पाटिल मार्ग, नागपुर-440001 (महाराष्ट्र) जिसके 80 प्रतिशत से अधिक कर्मचारीवृद्धि ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं०ई० 11011/6/2001-हिन्दी]

अनीता प्रवीण, निदेशक

MINISTRY OF STEEL

New Delhi, the 28th August, 2003

S.O. 2579.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purpose of the Union) Rules, 1976 (as amended, 1987) the Central

Government hereby notifies the Steel Authority of India Limited, Branch Sales Office, Shri Mohini Complex, 345, S.V. Patil Marg, Nagpur-440001 (Maharashtra) under the administrative Control of Ministry of Steel, where more than 80% staff have acquired working knowledge of Hindi.

[No. E. 11011/6/2001-HINDI]

ANITA PARVEEN, Director

नागर विमानन मंत्रालय

नई दिल्ली, 1 सितम्बर, 2003

का०आ० 2580.—सरकारी स्थान (आप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा भारत सरकार, नागर विमानन मंत्रालय, भारत के राजपत्र के भाग II, खण्ड 3, उपखण्ड (ii) में 20 जनवरी, 2001 को प्रकाशित दिनांक 9 जनवरी, 2001 की अधिसूचना सं० एस० ओ० 84 को इस प्रकार संशोधित करती है।

उक्त अधिसूचना में, पटल में, कॉलम (क) में, क्रम सं० 4 के सामने थाली प्रविष्टि के लिए, निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी :—

“सहायक महाप्रबंधक (कार्मिक/प्रशासन), एयर इंडिया लिमिटेड, मुख्यालय मुम्बई”।

[फा० सं० एवी० 18050/02/97-एए]

के० के० पदमनाभन, अवर सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 1st September, 2003

S.O. 2580.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby amends the notification of the Government of India, Ministry of Civil Aviation, No. S.O. 84 dated 09th January, 2001, published in the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 20th January, 2001, namely :—

In the said notification, in the Table, in Column (A), against Serial No. 4, for the entry, the following entry shall be substituted, namely :—

“Assistant General Manager (Personnel Administration), Air India Limited, Headquarters, Mumbai”

[F. No. AV. 18050/02/97-AA]

K. K. PADMANABHAN, Under Secy.

पर्यावरण एवं बन मंत्रालय

(राष्ट्रीय नदी संरक्षण निदेशालय)

नई दिल्ली, 2 सितम्बर, 2003

का०आ० 2581.—भारत के संविधान के अनुच्छेद 299 के खण्ड (1) में प्रदत्त शक्तियों का प्रयोग करते हुए राष्ट्रपति गंगा कार्य योजना चरण II के अन्तर्गत 65 करोड़ रुपए की अनुमानित लागत से कलकत्ता लैंडर कॉम्प्लेक्स के लिए सामूहिक बहिस्त्राव शोधन संयंत्र के आंशिक वित्त पोषण के लिए राष्ट्रीय नदी संरक्षण निदेशालय, पर्यावरण एवं बन मंत्रालय, भारत सरकार और पश्चिम बंगाल सरकार के बीच

ग्रहण करार के संबंध में संविदा एवं आश्वासनों संबंधित कार्यों को निष्पादित करने के लिए राष्ट्रपति की ओर से राष्ट्रीय नदी संरक्षण निदेशालय, पर्यावरण एवं बन मंत्रालय में अवर सचिव (परियोजना) को प्राधिकृत करते हैं।

[फा० सं० के० 13011/2/97-एन आर सी डी-II]

ए० के० सिन्हा, अवर सचिव

MINISTRY OF ENVIRONMENT AND FORESTS

(National River Conservation Directorate)

New Delhi, the 2nd September, 2003

S.O. 2581.—In exercise of powers conferred by clause (1) of Article 299 of the Constitution of India, the President is pleased to authorize the Under Secretary (Project) in the National River Conservation Directorate, Ministry of Environment and Forests to execute on behalf of the President, the contract and assurances in respect of the Loan Agreement between the Government of India in the National River Conservation Directorate, Ministry of Environment and Forests and the Government of West Bengal for part financing of Common Effluent Treatment Plant (CETP) for Calcutta Leather Complex under Ganga Action Plan, Phase II at an estimated cost of Rs. 65 crore.

[F. No. K-13011/2/97-NRCD-II]

A. K. SINHA, Under Secy.

कृषि मंत्रालय

(कृषि एवं सहकारिता विभाग)

नई दिल्ली, 25 अगस्त, 2003

का०आ० 2582.—भारत सरकार, कृषि मंत्रालय, कृषि एवं सहकारिता विभाग की दिनांक 16-7-2003 की समसंख्यक अधिसूचना में आंशिक रूप से अधिसूचना करते हुए एतद्वारा क्रम संख्या 7, 8 और 9 पर उल्लिखित 3 कार्यालयों के नाम हटाए जाते हैं।

[सं. 3-2/2003-हिन्दी नीति]

आशीष बहुगुणा, संयुक्त सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture and Cooperation)

New Delhi, the 25th August, 2003

S.O. 2582.—In partial modification of Government of India, Ministry of Agriculture, Department of Agriculture and Cooperation notification of even number dated 16-7-2003, names of 3 offices mentioned at Serial No. 7, 8 and 9 are hereby deleted.

[No. 3-2/2003-Hindi Neeti]

ASHISH BAHUGUNA, Jt. Secy.

संचार और सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

नई दिल्ली, 28 अगस्त, 2003

का०आ० 2583.—राजभाषा नियम, (संघ के शासकीय प्रयोजन के लिए प्रयोग), 1976 के नियम 10 के उप नियम (4) के अनुसरण में केन्द्र सरकार, डाक विभाग के अधीनस्थ कार्यालय डाकघर कटरा, जम्मू एवं कश्मीर सर्किल, जम्मू को जिनके 80 प्रतिशत कर्मचारियों (युप घ कर्मचारियों को छोड़कर) ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 11017-2/2003-रा०भा०]

डॉ. पुष्पलता सिंह, निदेशक (राजभाषा)

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Posts)

New Delhi, the 28th August, 2003

S. O. 2583.—In pursuance of Rule 10(4) of the Official Language (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies Post Office, Katra subordinate office of the Department of Posts where 80 per cent staff has acquired the working knowledge of Hindi.

[No. 11017-2/2003-OL]

DR. PUSHPLATA SINGH, Director (OL)

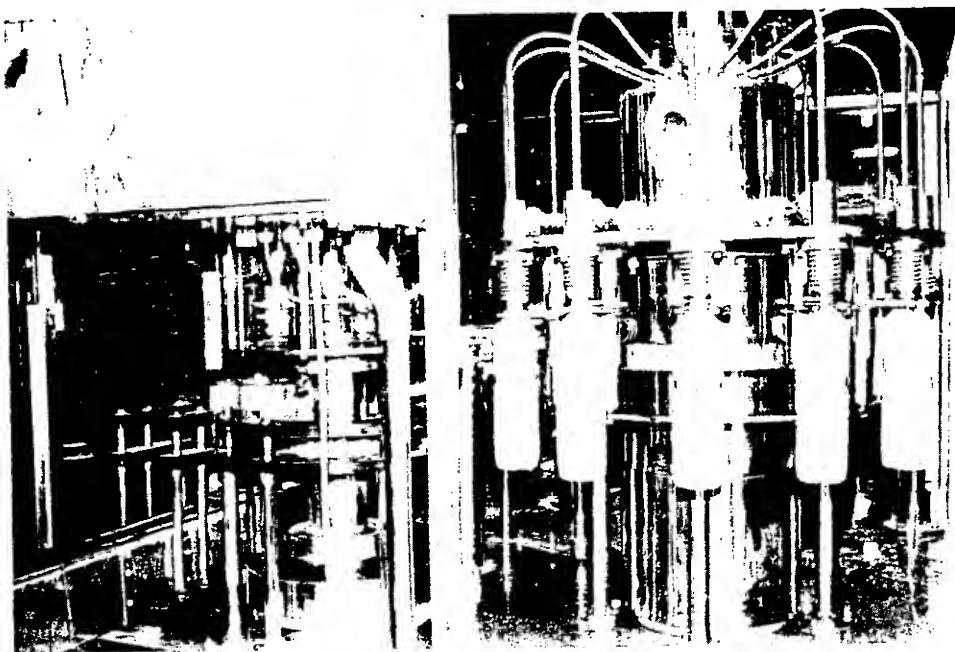
उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 28 अगस्त, 2003

का.आ. 2584.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट तथा माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स हाइमेक इंजीनियर्स प्राईवेट लिमिटेड, प्लाट नं. 14, रोड 10, एम आई डी सी, मारोल, अंधेरी-400093 द्वारा विनिर्मित "हाइमेक" शृंखला की स्वतः भरण मशीन (निकास नलिका कपाट प्रणाली) के मॉडल का, जिसके ब्रांड का नाम "हाइमेक" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/96 समनुदेशित किया गया है, अनुमोदन प्रभागपत्र प्रकाशित करती है।



उक्त मॉडल एक स्वतः भरण मशीन (निकास नलिका कपाट प्रणाली) है। इसकी अधिकतम क्षमता 5000 मि. ली. और न्यूनतम क्षमता 200 मि. ली. या समतुल्य भार है। यह अधिकतम 40 पूरण प्रति मिनट की दर से भरती है। यह मशीन मुक्त प्रवाह याले स्थानता हीन द्रव उत्पादों जैसे खनिज जल, दुध, मृदु पेय, बीअर, व्हिस्की आदि को भरने के लिए डिजाइन की गई है। यह 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करती है।

[फा. सं. डब्ल्यू. एम.-21(85)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

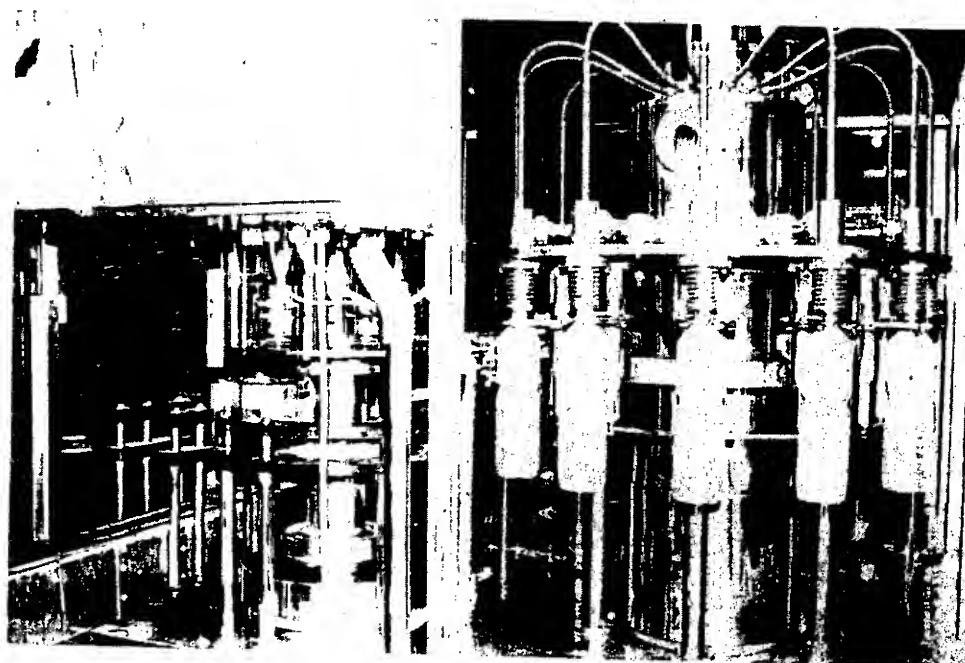
MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 28th August, 2003

S.O. 2584.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of automatic filling machine (Vent pipe valve system) of "HYMECH" series with brand name "HYMECH" (herein referred to as the said model), manufactured by M/s. Hymech Engineers Private Limited, Plot No. 14, Road 10, MIDC, Marol, Andheri-400093 and which is assigned the approval mark IND/09/2003/96 ;



The said model is an automatic filling machine (Vent pipe valve system). Its maximum capacity is 5000 ml and minimum capacity is 200 ml or equivalent weight. It fills at a maximum rate of 40 fills per minute. The machine is designed for filling free flowing non-viscous liquid products like mineral water, milk, soft drink, beer, whisky etc. It operates on 230 Volts and 50 Hz alternate current power supply.

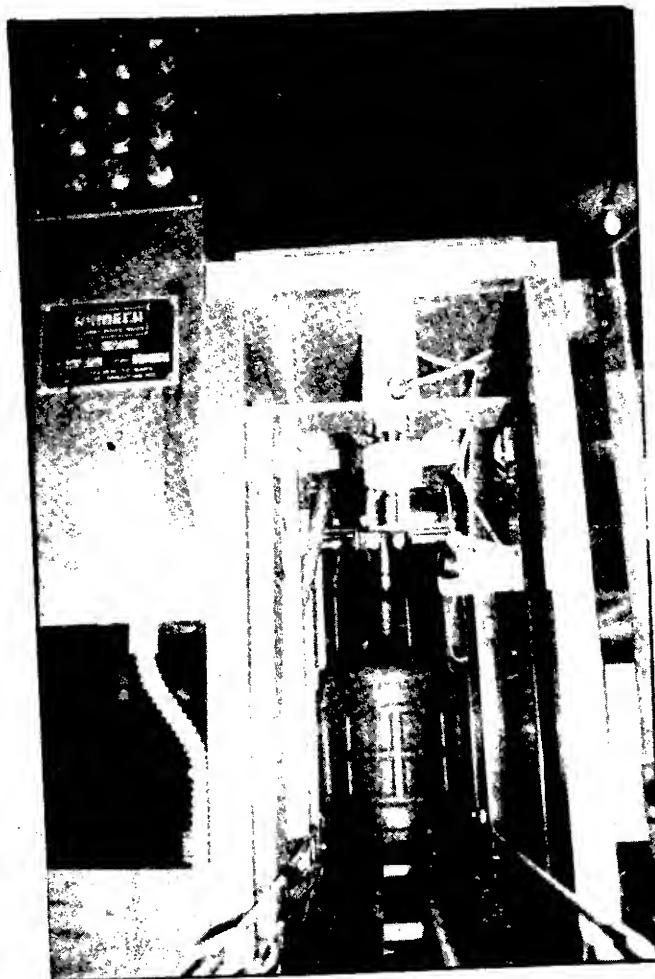
[F. No. WM-21(85)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 28 अगस्त, 2003

का.आ. 2585.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट तथा माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल व्याधीय बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 को उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स हाईमेक इंजीनियर्स प्राइवेट लिमिटेड, प्लाट नं. 14, रोड 10, एम आई डी सी, मारोल, अंधेरी-400093 द्वारा विनिर्भीत "हाईमेक" शृंखला की स्वतः भरण मशीन (निकास टाइमर आधारित प्रणाली) के मॉडल का, जिसके ब्रांड का नाम "हाईमेक" है जिसे इसमें उक्त मॉडल कहा गया है और जिसे अनुमोदन चिह्न आई एन डी/09/2003/97 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



उक्त मॉडल एक स्वतः भरण मशीन (टाइमर आधारित प्रणाली) है। इसकी अधिकतम क्षमता 20 लीटर और न्यूनतम क्षमता 5 लीटर या समतुल्य भार है। इस मशीन को सुकूप प्रवाह वाले स्थानों हीन द्रव उत्पादों जैसे खनिज जल, मृदु पेय, बीअर, व्हिस्की आदि को भरने के लिए डिजाइन किया गया है। यह 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

[फा. सं. डब्ल्यू. एम.-21(85)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th August, 2003

S.O. 2585.— Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions :

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of automatic filling machine (Timer based system) of "HYMECH" series with brand name "HYMECH" (herein referred to as the said model), manufactured by M/s. Hymech Engineers Private Limited, Plot No. 14, Road 10, MIDC, Marol, Andheri-400093 and which is assigned the approval mark IND/09/2003/97 ;



The said model is an automatic filling machine (Timer based system). Its maximum capacity is 20 litre and minimum capacity is 5 litre or equivalent weight. The machine is designed for filling free flowing non-viscous liquid products like mineral water, milk, soft drink, beer and whisky etc. It operates on 230 Volts and 50 Hz alternate current power supply.

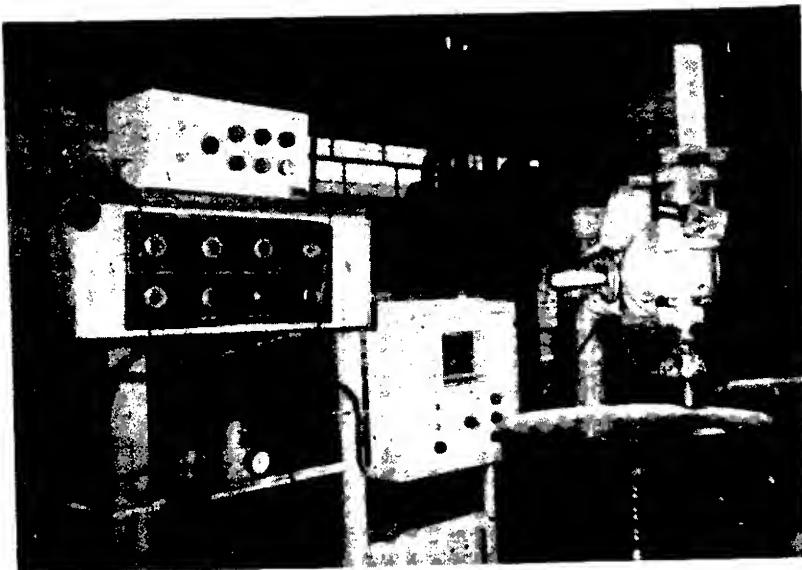
[F. No. WM-21(85)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 सितम्बर, 2003

का०आ० 2586.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम को धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एल सी एस कंट्रोल्स प्राइवेट लिमिटेड, नं. 4/1066, ग्यारहवां लिंक रोड, रुकमणी कालोनी, नेहरू नगर, चेन्नई-600041 द्वारा विनिर्मित ए डब्ल्यू एल एफ एस श्रृंखला के स्वचालित मशीन (द्रव्य भरण) के मॉडल का, जिसके ब्रांड का नाम “एल सी एस” है (जिसमें मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/165 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



उक्त मॉडल (आकृति देखें) स्वतः चालित और भरण (द्रव्य भरण) मशान ह। इसका आधिकतम क्षमता 210 कि. ग्रा. है। अधिकतम निर्गम 20 से 120 आधान प्रति घण्टा है। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपर्दर्शित करता है। उपकरण 440 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

और, केन्द्रीय सरकार उक्त धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी यथार्थता वर्ग और उसी मेक वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 5 कि. ग्रा. से 300 कि. ग्रा. तक की रेंज में है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है।

[फा. सं. डब्ल्यू. एम.-21(150)/2002]

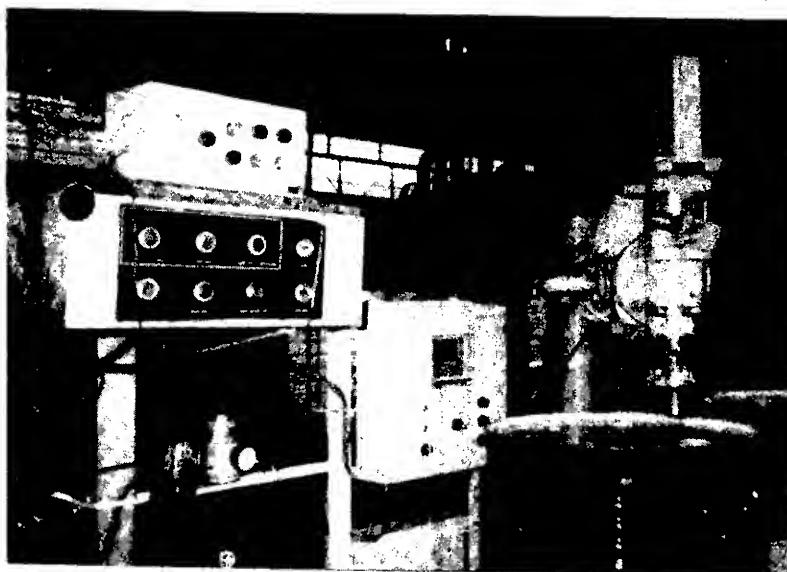
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th September, 2003

S.O. 2586.— Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the automatic Weighing Machines (liquid filling) of AWLFS series with brand name LCS (herein referred to as the Model) manufactured by M/s. LCS Controls Private Limited, No. 4/1066, 11th Link Road, Ruckmani Colony, Nehru Nagar, Chennai-600041 and which is assigned the approval mark IND/09/2003/165;

The said model (see the figure) is an automatic weighing and filling Machine (liquid filling). The maximum capacity is 210 kg. The maximum output is 20 to 120 containers per hour. The light emitting diode display indicates the weighing result. The instrument operates on 440 Volts, 50 hertz alternate current power supply.



Further, in exercise of the powers conferred by Sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 5 kg to 300 kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(150)/2002]

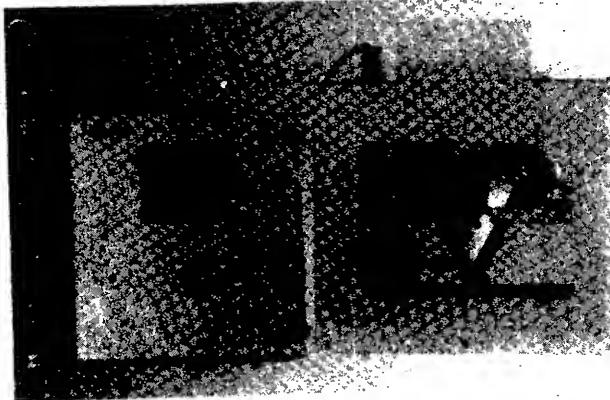
P. A. KRISHNAMOORTHY, Director Legal Metrology

नई दिल्ली, 5 सितम्बर, 2003

का०आ० 2587.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रसुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बाट की संभावना है कि लग्नातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एल सी एस कंट्रोल्स प्राइवेट लिमिटेड, नं. 4/1066, न्यारहवां लिंक रोड, रुकमणी कालोनी, नेहरू नगर, चेन्नई-600041 द्वारा विनिर्मित "ए डब्ल्यू एस" (जिसे इसमें मॉडल कहा गया है) और जिसे शृंखला के स्वचालित मशीन (ठोस भरण) के मॉडल का, जिसके ब्रांड का नाम "एल सी एस" है (जिसे इसमें मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/166 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है ;

उक्त मॉडल (आकृति देखें) एक स्वचालित तोलन मशीन (ठोस भरण) है। इसकी अधिकतम क्षमता 1 कि.ग्रा. अधिकतम निर्गम 20 पूर्ण प्रति मिनट है। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 बोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और केन्द्रीय सरकार उक्त अधिनियम धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी यथार्थता वर्ग और उसी मेक आले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 2 कि.ग्रा. से 5 कि.ग्रा. तक की रेंज में हैं और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है।

[फा. सं. डब्ल्यू. एम.-21(150)/2002]

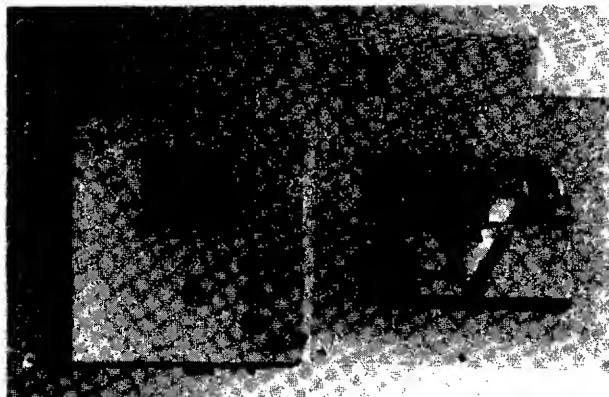
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th September, 2003

S.O. 2587.— Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the automatic Weighing Machines (solid filling) of AWSFS series with brand name LCS (herein referred to as the Model) manufactured by M/s. LCS Controls Private Limited, No. 4/1066, 11th Link Road, Ruckmani Colony, Nehru Nagar, Chennai-600041 and which is assigned the approval mark IND/09/2003/166;

The said model (see the figure) is an automatic weighing Machine (solid filling). The maximum capacity is 1 kg. The maximum output is 20 fills per minute. The light emitting diode display indicates the weighing result. The instrument operates on 230 Volts, 50 hertz alternate current power supply.



Further, in exercise of the powers conferred by Sub-section (12) of the said Section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with the maximum capacity in the range of 2 g. to 5 kg. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(150)/2002]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

कोयला मंत्रालय

नई दिल्ली, 4 सितम्बर, 2003

का. आ. 2588 .— केन्द्रीय सरकार ने कोयला धारक क्षेत्र(अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन जारी की गई, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 6 अक्टूबर, 2001 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 2646 तारीख 25 सितम्बर, 2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 13.599 हेक्टर (लगभग) या 33.60 एकड़ (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी:-

और केन्द्रीय सरकार को यह समाधान हो गया है कि उक्त भूमि के भाग में कोयला अभिप्राप्य है:-

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 13.599 हेक्टर (लगभग) या 33.60 एकड़ (लगभग) माप की भूमि में खनिजों का खनन, खुदाई, बोर, खोज तथा तलाश, प्राप्त करने, उन पर कार्य करने और ले जाने के अधिकारों का अर्जन करने के अपने आशय की सूचना देती है ।

टिप्पण 1. इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएससपी/जीएम (योजना)/भूमि, 268 तारीख 7 अप्रैल 2003 का निरीक्षण कलेक्टर, रायगढ़ (छत्तीसगढ़) के कार्यालय में या नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता-700001 के कार्यालय यासाउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व खंड) सीपत रोड, बिलासपुर 495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है ।

टिप्पण 2. उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है जिसमें निम्नलिखित उपबंध हैं-

“8 , अर्जन की बाबत आपत्तियां- (1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा ।

स्पष्टीकरण:- इस धारा के अर्थान्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में सआतियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।”

टिप्पण 3. केन्द्रीय सरकार ने भारत के तारीख 4 अप्रैल, 1987 के राजपत्र के भाग 2, खंड 3, उपखंड (ii) के पृष्ठ 1397 से 1400 पर प्रकाशित अधिसूचना सं० का.आ.905, तारीख 20 मार्च, 1987 द्वारा कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता-700001 को उक्त अधिनियम की धारा 3 के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची
छाल ब्लाक (विस्तार)
रायगढ़ क्षेत्र

जिला - रायगढ़ (छत्तीसगढ़)

रेखांक सं० एसईसीएल/ बीएससपी/जीएम (योजना) /भूमि, 268 तारीख 7.4.2003

खनन अधिकार

क्रम संख्या	ग्राम का नाम	पटवारी हल्का नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1	बंधापाली	30	धरमजयगढ़	रायगढ़	8.550	भाग
2	नवापारा	31	धरमजयगढ़	रायगढ़	3.299	भाग
3	खेडापाली	31	धरमजयगढ़	रायगढ़	1.750	भाग

योग:- 13.599 हेक्टर (लगभग) या 33.60 एकड़ (लगभग)

- (1) ग्राम बंधापाली (भाग) में अर्जित किए जाने वाले प्लाट संख्याक: 410 (भाग)
- (2) ग्राम नवापारा (भाग) में अर्जित किए जाने वाले प्लाट संख्याक 479 (भाग), 480,481,482(भाग),483(भाग),484 (भाग),485(भाग),486(भाग), ।
- (3) ग्राम खेडापाली (भाग) में अर्जित किए जाने वाले प्लाट संख्याक 5/2(भाग), 5/4 (भाग) ।

सीमा वर्णनः

क - ख	रेखा बिन्दु “ क” से ग्राम खेडापाली-बंधापाली की सम्मिलित सीमा पर आरंभ होती है और भागतः खेडापाली-बंधापाली ग्रामों की सम्मिलित सीमा के साथ जाकर बिन्दु “ ख ” पर मिलती है ।
ख-ग-घ	रेखा भागतः प्लाट संख्या 410 की पश्चिमी सीमा, फिर प्लाट संख्या 410 से होते हुए ग्राम नवापारा में प्रवेश करती है और प्लाट संख्या 479,484,485,486, से होते हुए बिन्दु “ घ ” पर मिलती है ।
घ-ड-ड-1	रेखा ग्राम नवापारा के संख्या 486,485,484,483,482, से होकर प्लाट संख्या 481 की दक्षिणी सीमा से होकर बिन्दु “ ड 1 ” पर मिलती है ।
ड 1-च-क	रेखा ग्राम बंधपाली के प्लाट 410 से होकर ग्राम खेडापाली में प्रवेश करती है और प्लाट संख्या 5/2,5/4 से होकर आरभिंक बिन्दु “ क ” पर मिलती है ।

[फ. सं. -43015/12/2001-पी.आर.आई. डब्ल्यू]
संजय बहादुर, उप सचिव

Ministry of Coal

New Delhi, the 4th September, 2003

S.O. 2588.—Whereas by the notification of the Government of India in the Ministry of Coal, number S.O. 2646 dated the 25th September, 2001, issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in Part -II, Section 3, Sub-Section (ii) of the Gazette of India dated the 6th October, 2001, the Central Government gave notice of its intention to prospect for coal in 13.599 hectares (approximately) or 33.60 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And, whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 13.599 hectares (approximately) or 33.60 acres (approximately) described in the Schedule appended hereto.

Note 1 - The plan bearing No:SECL/BSP/GM/Plg)/Land/268, dated the 7th April, 2003 of the area covered by this notification may be inspected in the office of the Collector, Raigarh (Chhattisgarh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta 700001 or in the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur – 495006 (Chhattisgarh)

Note 2 - Attention is hereby invited to the provisions of section 8 of the said Act, which provides as follows:-

Objection to Acquisition:-

“8(1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation:-It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

- (2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendation on the objections together with the record of the proceedings held by him, for the decision of that Government.
- (3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act ”

Note: 3 The Coal controller, 1, Council House Street Calcutta 700001 has been appointed by the Central Government, as the competent authority under section 3 of the said Act, vide notification under S.O 905, dated the 20th March, 1987, published in Part-II section – 3, sub-section (ii) of the Gazette of India, dated the 4th April, 1987 at pages 1397 to 1400.

Schedule**Chhal Block (Extension) Raigarh Area
District – Raigarh (Chhattisgarh)**

Plan Number:- No:SECL/BSP/GM(Plg)/Land/268 dated 7th April, 2003.

MINING RIGHTS

Serial number	Name of village	Patwari halka number	Tahsil	District	Area in hectares	Remarks
1	Bandhapali	30	Dharamjaygarh	Raigarh	8.550	Part
2	Nawapara	31	Dharamjaygarh	Raigarh	3.299	Part
3	Khedapali	31	Dharamjaygarh	Raigarh	1.750	Part
Total: 13.599 Hectares (approximately) or 33.60 Acres (approximately)						

1. Plot numbers to be acquired in village Bandhapali (Part)
410 (part)
- 3 Plot numbers to be acquired in village Nawapara (Part)
479 (Part), 480, 481, 482 (Part), 483 (Part), 484 (Part), 485 (Part), 486 (Part),
3. Plot numbers to be acquired in village Khedapali (Part)
5/2 (Part), 5/4 (Part).

Boundary Description.

- A-B Line starts from point 'A' on the common boundary of villages Khedapali-Bandhapali and passes partly along the common boundary of villages Khedapali- Bandhapali and meets at point 'B'.
- B-C-D Line passes partly along the Western boundary of plot number 410, then through plot number 410 of village Bandhapali, then enter in village Nawapara and passes through plot numbers 479, 484, 485, 486 and meets at point 'D'.
- D-E-E 1 Line passes through plot numbers 486, 485, 484, 483, 482, southern boundary of plot number 481 of village Nawapara and meets at point 'E 1'.
- E 1-F-A Line passes through plot number 410 of village Bandhapali, then entre in village Khedapali passes through plot numbers 5/2, 5/4 and meets at the starting point 'A'.

[No. 43015/12/2001-P.R.I/W.]
SANJAY BAHADUR, Dy. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 2 सितम्बर, 2003

का. आ. 2589.—केन्द्रीय सरकार को लोकसभा में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में पानेवाडी (मनमाड) संस्थापन से मध्यप्रदेश राज्य में मांगल्या (इन्वौर) तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसमें पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, 21 (इक्कीस) दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के लिए भूमि में उपयोग के अधिकार के अर्जन के संबंध में श्री बी0पी0 पाठक, सक्षम प्राधिकारी, मुंबई-मनमाड पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, सी/19-ए, स्कीम नं 78, स्लाइस सं 5, ए0बी0 रोड, इन्हौस-452010 (मध्यप्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : ठीकरी

जिला : बड़वानी

राज्य : मध्यप्रदेश

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हेक्टेयर
1. खेड़ी	32/1	0.1830
	28/1	0.1080
	28/2	0.0940
	28/3	0.0680
	33	0.0720
2. ठीकरी	12/1, 12/2, 12/3	0.1382
	6/4	0.0300
3. शोरपुरा	36/1	0.0510
4. सेगवाल	262	0.0798
	285/1	0.0580
	285/4	0.1390
5. सिरसाला	114/4	0.0540
	114/17	0.0540
	114/14	0.0540
	114/8	0.0060
	84/3, 84/5	0.2340
6. खुरमपुरा	9	0.0900
7. बरसलाय	86/3	0.0180
	368	0.0540
	315/1/1	0.0120

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 2nd September, 2003

S. O. 2589.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from the Panewadi (Manmad) terminal in the State of Maharashtra, an extension pipeline to Manglya (Indore) in the State of Madhya Pradesh should be laid by Bharat Petroleum Corporation Limited;

And, whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section(1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land, to Shri V.P. Pathak, Competent Authority, Mumbai-Manmad Pipeline Extension Project, Bharat Petroleum Corporation Limited, C/19-A, Scheme No. 78, Slice No. 5, A.B Road, Indore-452010 (Madhya Pradesh).

SCHEDULE

TEHSIL : TIKRI DISTRICT : BADWANI STATE : MADHYA PRADESH

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1. KHEDI	32/1	0.1830
	28/1	0.1080
	28/2	0.0940
	28/3	0.0680
	33	0.0720
2. TIKRI	12/1, 12/2, 12/3	0.1382
	6/4	0.0300
3. SHERPURA	36/1	0.0510
4. SEGWAL	262	0.0798
	285/1	0.0580
	285/4	0.1390

1	2	3
5 SIRSALA	114/4	0.0540
	114/17	0.0540
	114/14	0.0540
	114/8	0.0060
	84/3, 84/5	0.2340
6 KHURUMPURA	9	0.0900
7 BARSALAY	86/3	0.0180
	368	0.0540
	315/1/1	0.0120

[No. R-31015/34/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 5 सितम्बर, 2003

का. आ. 2590.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में पनेवाडी (मनमाड) संस्थापन से मध्यप्रदेश राज्य में मांगल्या (इन्दौर) तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कॉरपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए ;

और, केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसमें पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इससे संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की स्वीकृत्या करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के लिए उसमें उपयोग के अधिकार के अर्जन के संबंध में श्री वी. पी. पाठक, सक्षम प्राधिकारी, मुंबई—मनमाड पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कॉरपोरेशन लिमिटेड, सी/19-ए, स्कीम नं० 78, स्लाइस नं० 5, ए०बी० रोड, इन्दौर-452010 (मध्यप्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : महेश्वर

जिला : खरगोन

राज्य : मध्यप्रदेश

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल	हैक्टेयर
1. भवनतलाई	14	0.2530	
	22/4/1	0.0780	
	22/3	0.0710	
	19	0.0360	
2. बाकानेर	35	0.1320	
3. कुसुबिया	107/3, 107/7	0.2620	
	119/2	0.0400	
	5/1, 5/2	0.1885	
4. काकड़दा	32, 36/2	0.1320	
	19/1/1 शासकीय चरागाह	0.5669	
	18/1, 18/2	0.1569	

[फा. सं. आर-31015/37/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 5th September 2003

S. O. 2590.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from the Panewadi (Manmad) terminal in the State of Maharashtra, an extension pipeline to Manglyा (Indore) in the State of Madhya Pradesh should be laid by Bharat Petroleum Corporation Limited;

And, whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub- section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land, to Shri V.P.Pathak, Competent Authority, Mumbai-Manmad Pipeline Extension Project, Bharat Petroleum Corporation Limited, C/19-A, Scheme No.78, Slice No.5, A.B. Road, Indore- 452010 (Madhya Pradesh).

SCHEDULE

TEHSIL : MAHESHWAR DISTRICT : KHARGONE STATE : MADHYA PRADESH

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1. BHAVANTALAI	14	0.2530
	22/4/1	0.0780
	22/3	0.0710
2. BAKANER	19	0.0360
	35	0.1320
	107/3, 107/7	0.2620
3. KUSUMBIYA	119/2	0.0400
	5/1, 5/2	0.1885
	19/1/1 (G L)	0.5669
4. KAKARDA	18/1, 18/2	0.1569

[No. R-31015/37/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 5 सितम्बर, 2003

का. आ. 2591.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक, राजस्थान राज्य में चाकसू से होती हुई पेट्रोलियम (अपरिष्कृत) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “सलाया मथुरा पाइपलाईन प्रणाली के विरमगाम चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्सनों के संर्वद्वन” के क्रार्यान्वयन हेतु एक पाइपलाईन बिछाई जानी चाहिए;

और, केन्द्रीय सरकार को उक्त पाइपलाईन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इव्वकीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में श्री आर. एम. पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पाइपलाइन प्रभाग, पो. बा. सं. 4, डाकघर- विरामगाम, जिला अहमदाबाद, गुजरात-382150 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालूका : वडगाम	जिला : बनासकांठ		राज्य : गुजरात		
	गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल	
1	2	3	4	5	वर्ग मीटर
तेन्हीवाडा	178	3	0	13	38
	178	2	0	07	48
	178	1	0	07	15
	178	5	0	04	38
	178	6	0	04	50

[फा. सं. आर-25011/21/2001-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 5th September, 2003

S. O. 2591.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat and Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri R.M. Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

SCHEDULE

Taluka : VADGAM		District : BANASKANTHA		State : GUJARAT		
Name of the Village	Survey no.	Sub-Division no.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
TENIWADA	178	3	0	13	38	
	178	2	0	07	48	
	178	1	0	07	15	
	178	5	0	04	38	
	178	6	0	04	50	

[No. R-25011/21/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 5 दिसंबर, 2003

का. आ. 2592.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र तारीख 8 फरवरी, 2003 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्याक का. आ. 470 तारीख 3 फरवरी, 2003 द्वारा उस अधिसूचना से संलग्न अनुसूची में विर्णिदिष्ट भूमि में गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की रामनुषंगी) द्वारा मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन के माध्यम से गुजरात राज्य में मुन्द्रा पत्तन रिथत अपरिष्कृत तेल संरथापन से पंजाब राज्य में भटिंडा तक अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 11 मार्च, 2003 को उपलब्ध करा दी गई थीं:

और सक्षम प्राधिकारी को प्रारूप अधिसूचना पर विनिर्दिष्ट अवधि के भीतर कोई आक्षेप नहीं प्राप्त हुआ है ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उस भूमि में जो इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट है, उपयोग का अधिकार अर्जन किया जाना चाहिए ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है, उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए सभी बिल्लंगमों से मुक्त, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड' की समनुष्ठानी) में निहित होगा।

अनुसूची

तहसील : ओसियाँ

ज़िला : जोधपुर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खस्ता नं.	द्विस्सा क्रमांक	ROU क्रमफल	
				बीमा	विस्ता
1	2	3	4		
1	उम्मेदनगर	365	1	0	01
		365	7	0	15
		173	कार्ट ट्रैक सरकारी भूमि	0	02
		172		0	07
		170	कार्ट ट्रैक सरकारी भूमि.	0	02
2	चुड़	220		0	14
		220	2	0	13
		214	गै.मु. आगोर सरकारी भूमि	0	11
		219		1	03
		327		0	15
		327	1	0	02
		328		0	01
3	केलावा कलां	73		0	01
		59		0	13

तदुसील : ओसियाँ

क्षिति : जोधपुर

राज्य : राजस्थान

क्रम सं.	गांव का नाम	खसरा नं.	फिस्सा क्रमांक	ROU सेवफल	
				बीघा	डिस्क्यू
1	2	3	4		
4	बासनी डांवरा	1964	भारतीय सरकारी भूमि	0	01
		1967		0	03
		1968		0	02
		1921		1	06
		1998		0	04
5	डांवरा	1081		0	12
6	नांदिया कला	68		1	13
7	नांदिया स्कुर्द	182	2	0	02
		236	1	0	18
8	चिन्दी	247		0	04
		261	1	0	07

इस अधिसूचना में दर्शाए गए क्षेत्र दिनांक 05 दिसम्बर, 2002 की संख्या एस.ओ.आर 3780 के साथ पठित दिनांक 8 फरवरी, 2003 की संख्या एस.ओ.आर 470 के अंतर्गत अधिसूचित क्षेत्रों में सम्मिलित नहीं है।

[फ. सं. आर-31015/45/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव,

New Delhi, the 5th September, 2003

S. O. 2592.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O.470, dated the 3rd February, 2003, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 8th February 2003, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of crude oil from crude oil terminal at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda Crude Oil Pipeline, by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas, copies of the said Gazette Notifications were made available to the public on the 11th March, 2003;

And whereas, the competent authority has not received any objection within the specified period on the draft notification;

And whereas, the competent authority in pursuance of sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land, specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land, shall instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited) free from all encumbrances.

SCHEDULE

Tensil : Osian		District : Jodhpur		State : Rajasthan	
Sr. no.	Name of Village	Khasra No.	Part if Any	ROU-Area Biga	Biswa
		1	2	3	4
1	Umednagar	365	1	0	01
		365	7	0	15
		173	Cart Track G.L.	0	02
		172		0	07
		170	Cart Track G.L.	0	02
2	Jud	220		0	14
		220	2	0	13
		214	G.M. Agor G.L.	0	11
		219		1	03
		327		0	15
		327	1	0	02
		328		0	01
3	Kelawa Kalan	73		0	01
		59		0	13
4	Basni Danwara	1964	Bhakar G.L.	0	01
		1967		0	03
		1968		0	02
		1921		1	06
		1998	Cart Track G.L.	0	04
5	Danwra	1081		0	12
6	Nandiya Kalan	68		1	13
		182	2	0	02
7	Nandiya Khura	236	1	0	18
8	Chindri	247		0	04
		261	1	0	07

Areas shown in this notification are not inclusive of the areas notified in
No.SOR 470 dated 8.2.2003 read with No.SOR 3780 dated 5.12.2002.

श्रम मंत्रालय
नई दिल्ली, 14 अगस्त, 2003

क्रा. नं. 2593.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने एम. पा. डा. आई.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के खात्र, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण-II, धनबाद के पंचाट (संदर्भ संख्या 100/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-2003 को प्राप्त हुआ था।

[सं. एल-20012/197/90-आईआर(सी-1)]
एस.एस. गुप्ता, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 14th August, 2003

S.O. 2593:—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 100/1991) of the Central Government Industrial Tribunal/Labour Court-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CMPDIL and their workman, which was received by the Central Government on 13-8-2003.

[No. L-20012/197/90-IR(C-1)]
S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT : Shri B. Biswas,
Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of I.D. Act, 1947

REFERENCE NO. 100 OF 1991

PARTIES : Employers in relation to the management of
C.M.P.D.I.L and their workman.

APPEARANCES :

On behalf of the workman : Shri K.N. Singh,
Autho. representative

On behalf of the employers : Shri B.M. Prasad,
Advocate

State : Jharkhand Industry : Mine Planning
Dated, Dhanbad the 29th July, 2003.

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order

No. L-20012/197/90-I.R. (Coal-I) dated the 12th February, 1991.

SCHEDULE

"Whether the demand of the Union that S/Shri Sunil Kumar Sinha and 20 others engaged (as shown in the annexure) through a contractor in CMPDI Staff College, Ranchi should be departmentalised and their services should be regularised in the CMPDI management with retrospective effect from the date of their initial engagement is justified ? If so, what relief these workmen are entitled ?"

2. The case of the concerned workmen according to the W.S. submitted by the sponsoring union on their behalf in brief is as follows :—

The sponsoring Union in the W.S. submitted that the Staff Training College is a permanent establishment under the management. They submitted that the concerned workmen were engaged in the Staff Canteen and they discharged their duties continuously while the contractors for up-keeping catering and other allied services in the said Staff Training College had been changed from time to time. In the year 1986 catering, house keeping and allied services were entrusted, to Mr. Guzzini Ficsta and then to M/s. The Chief and in the year 1988 the same work was entrusted to M/s. Rally Restaurant and in the year 1990 it was entrusted to M/s. S.K. Nehru. They submitted that when the contractors were time to time changed the workmen of the canteen remained the same since the date of their initial appointment/engagement. They disclosed that during pendency of the dispute in conciliation an attempt to dispense with the services was made and on complaint the ALC(C) advised the C.M.P.D.I.L. management to maintain status quo and not to change the service condition of the workmen involved during the pendency of the conciliation proceeding. Accordingly the management desisted from the gross illegality and the contract of M/s. Rally Restaurant was extended on month to month basis. They disclosed that again in May, 1990 the management made an attempt to dispense with the services of the workmen while awarding contract for catering, house keeping and allied services of the said Staff Training College to M/s. S.N. Nehru which led to agitation but the management in addition to deny the services of the workmen employed additional workmen. They alleged that management declared lock out of the canteen with effect from 20-9-91 intentionally with a view to frustrate due legal process and administration and justice by the Hon'ble Tribunal. They submitted that in terms of clause 11.5 to 11.54 of the NCWA-III and Clause 11.5 to 11.54 of NCWA-IV it is agreed that industry shall not employ labour through contractor or engage contractor's labours on jobs of permanent and perennial nature as the same will be done by regular employees of the management as Principal employer shall monitor and supervise the implementation of various provision of labour laws including payment of contractors workers by contractors at the counter specified

by the principal employer. These agreements they disclosed are binding throughout coal industries. They disclosed that as under Section 7 of the Contract Labour (Regulation and Abolition) Act every Principal employer of an establishment to which this Act applies shall take a registration as Principal Employer under Section 12 of the said Act. The contractor has to take licence for undertaking, executing any work through contractor. They submitted that in the instant case neither the C.M.P.D.I.L. got themselves registered as Principal employer nor the contractors obtained licence. They submitted that in gross violation of legal requirement the workmen had been only paid subsisting wages and had been denying even medical treatment. They submitted that the management deliberately with malafide intention violated the statutory provision of Contract Labour Regulation and Abolition Act, 1970 and Rules thereunder, Industrial Disputes Act, 1947 and Rules thereunder including violation of Section 33 of the Industrial Disputes Act, 1947 and also violation of Articles 21, 14,16 of the Constitution of India. They submitted that in true sense the concerned workmen are the workmen of the management and they are rightly entitled to be regularised on job/post on the basis of actual nature of duties they performed as per NCWA with all attendance benefits. Accordingly they submitted prayer to pass award directing the management to regularise the services of the concerned workman from the date of their joining alongwith other consequential benefits.

3. The management on the contrary after filing W.S - cum-rejoinder have denied all the claims and allegations which the sponsoring Union asserted in the W.S. submitted on behalf of the concerned workmen. They submitted that the management is looking after the management of Coal India Staff Training College situated in the C.M.P.D.I.L. headquarters Campass. The object of this college is to impart training to the executive recruited as Junior Executive Trainee in CIL. The staff training college is mainly organising three courses for the Junior Executive Trainees recruited by CIL viz. Techno Appreciation Course, Supervision Management Course and Induction Training Course. Since these courses are organised at time intervals as the management do not require services for maintenance etc. and for which there was no need to recruit regular employees for jobs of 100/200 days in a year.

4. Keeping in view the intermittent requirement of catering in the Staff Training College the management engage licenced contractors for catering and allied services who in turn engage altogether maximum 19 workers during a year. The job was absolutely for catering purpose and not otherwise. They further submitted that the workers employed by the contractors can by no stretch of imagination be said to be the workers of the management and therefore question of employer and employee relationship between the management and the concerned workmen never existed. They submitted that the employees

of contractor are appointed and terminated by the contractor during the existence of the contractor for running the Hostel in relation to boarding and lodging of the trainees. They disclosed that the nature of job which is performed by the contractor is not prohibited under the provision of Contract Labour (Regulation and Abolition) Act, 1970. They further disclosed that the Principal employer i.e. the management have fulfilled all the obligations duties responsibilities casted upon it under the Contract Labour (Regulation and Abolition) Act and as such the concerned workmen had no *locus-standi* to raise any such dispute and for which they are not entitled to get any relief. Accordingly they have made their prayer to pass Award rejecting the claim of the concerned workmen.

5. Points to be decided in this reference are :—

“Whether the demand of the Union that S/Shri Sunil Kumar Sinha and 20 others engaged (as shown in the annexure) through a contractor in CMPDI Staff College, Ranchi should be departmentalised and their services should be regularised in the CMPDI management with retrospective effect from the date of their initial engagement is justified ? If so, what relief these workman are entitled ?”

FINDING WITH REASONS

6. Management in order to substantiate their claim have examined two witnesses while the sponsoring union examined three workmen also to establish their claim. Considering the facts disclosed in the pleadings and also considering materials on record as well as of the facts disclosed by witnesses I find no dispute to hold that a Training College is situated at C.M.P.D.I.L. headquarters Campass for imparting training to the executives recruited as Junior executive trainees in CIL. The said staff training college organises three courses for the trainees recruited by CIL viz. Techno Appreciation Course, Supervision Management Course and Induction Training Course. The management submitted that since these three courses are organised at time intervals they do not require services for maintenance etc. and for which they do not require to recruit regular employees for work not more than 100/200 days in a year. They disclosed that keeping in view the intermittent requirement of catering in the Staff Training College the licenced contractors are engaged for catering and allied services who in turn used to recruit altogether maximum 19 labourers during a year. As the catering service in the said Staff Training College was entrusted to the contractors after maintaining all usual norms, they had no liability to look into the affairs of the contractor and their employees in the matter of their services to the trainee executives in the canteen. They further submitted that as the job in question was absolutely intermittent in nature there is no scope to say that it was prohibited under the provision of the Contract Labour (Regulation and Abolition) Act, 1970. Accordingly the management cannot be debarred from

engaging any contractor to run catering services to the Executive Trainee of the CIL. On the contrary the sponsoring union submitted that the concerned workmen were employed in the Staff Training College which is a permanent establishment under the management to run their services in the catering wing. They submitted that though time to time contractors were changed to run the catering services of the trainee executive the workmen remained the same. They disclosed that since 1986 till May, 1991 the concerned workmen were engaged continuously in the catering services of the management and inspite of knowing this fact fully the management illegally and arbitrarily stopped them from work. MW-1 in course of his evidence disclosed that for running catering services in the canteen established for the benefit of the executive trainees management used to engage contractor maintaining all norms and formalities. The concerned workmen he submitted were engaged by the contractor for the interest of that catering services and the contractor was responsible to pay wages to his employees. He disclosed that as training courses were intermittent in nature question of running the canteen all throughout the year would not arise. The nature of job as per contract which had to be performed by the contractor was to serve food, house keeping work. MW-2 during his evidence corroborated the facts disclosed by MW-1 in relation to the facts how the canteen had to be operated by the management with the assistance of the contractor. It transpires clearly that the said canteen was in operation to serve food and house keeping work of the executive trainees who used to remain in the hostel while the training course remains opened. Management during hearing submitted details of the training programme of the junior executive in three courses and it is seen clearly that in course of that training programme the trainees used to remain in the hostel and they were served food in the canteen during the period of training course. It is seen further that the said training courses were intermittent in nature and it would not remain open all throughout the year. It further transpires that during the period of 1986 till 1995 the management engaged several contractors to run the catering service through the canteen established for the Junior Executive Trainees namely Guzzini Fiesta, M/s. The Chief, M/s. Rally Restaurant, M/s. S.K. Nehru, Fresh and Garden I have carefully considered the submission of the sponsoring union and I find no dispute to hold that these contractors remained incharge of the canteen for catering purpose to serve food to the executive trainees. WW-1 during his cross-examination categorically admitted that they were employed by the contractor and they were working in the establishment of C.M.P.D.I.L. Staff Training College. He admitted categorically that he worked there as a man of the contractor while from the evidence of WW-2 and WW-3 I find quite a different picture. It is exposed from their evidence that they were employed by the Principal of the Staff Training College. They disclosed that after getting knowledge of the vacancy they submitted application to the Principal and the Principal after holding test

engaged them in the said Institution. WW-3 admitted that as C.M.P.D.I.L is a Government Organisation they have to maintain some norms in the matter of employment of any worker. Considering evidence of both sides I find no dispute to hold that the concerned workmen were engaged in the canteen established by the management and according to the management those workmen were the workmen of the contractors and for which no relationship of employer and employee ever grew up in between them and for which the claim of the concerned workmen finds no basis at all. WW-1 during his cross-examination categorically admitted the fact of their engagement by the contractors for operation of the canteen. However I find a different picture from WW-2 and WW-3. Naturally onus on them to establish that they were engaged by the Principal, Staff Training College. The sponsoring union have got ample opportunities to produce relevant papers with a view to establish that they are not the men of the contractor but were employed by the management. I find no hesitation to say that in support of the claim of WW-2 and WW-3 the sponsoring union have failed to submit a single scrap of paper. Even the sponsoring union have failed to produce the employment card in Form No. XIV and Service certificate in Form No. XV in respect of the workmen in question in view of the direction given by the Hon'ble High Court, Ranchi in disposing of I.P.A. No. 493/1997 (R). The sponsoring union had taken another plea in support of the claim of the concerned workmen. They disclosed that as the job performed by the concerned workmen was permanent in nature it comes within prohibited degree as per Contract Labour (Regulation and Abolition) Act, 1970. It is seen that during the period from 1986 to 1995 as many as 8 contractors were engaged by the management to render catering service to the executive trainees who used to remain in the hostel to attend their training courses. The management categorically submitted that as the training course was intermittent in nature there was no reason to keep the staff Training College open all throughout the year and in support of their claim they have submitted bunch of training programmes to the executive trainees. Catering services had relation with the opening of the Staff Training College. When there was no training programme question of attending trainees and their stay in the hostel would not arise. In natural course there was no question of rendering catering services to those trainees through canteen. Staff Training College according to the submission of the management was established mainly for imparting training to the Junior Executive Trainees of the CIL. They attend the said Staff Training College as per the programme fixed. Therefore services of the contractor was not required all throughout the year to render catering services and house keeping services to the Trainee Executives. The sponsoring union in course of hearing has failed to produce a single scrap of paper to show that all throughout the year the contractors had to remain in work to render catering services to the trainees in question. They also have failed to produce single scrap of paper to show that the concerned workmen also rendered their

services in the canteen all throughout the year. They have also failed to produce any document to show that the services rendered by the concerned workmen were absolutely permanent in nature. They have referred to Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 in order to establish the claim that the concerned workmen rendered prohibited degree of job. I have carefully considered the specific provision of law and I have failed to find out any such material relying on which it can be said that engagement of the concerned workmen by the contractor to render catering services and house keeping services comes within the prohibited degree of job. Accordingly there is no scope at all to support the claim of the sponsoring union.

7. It is seen that the management engaged the contractors for rendering catering services and house keeping service as per tender issued by them. They submitted that the lowest bidder was provided with the work order. I have carefully considered all papers and it transpires clearly that the management issued work order to the contractors on acceptance of the tender and specifically pointed out in the work order which job they will have to be performed in terms of the contract. It is further seen that both the engaged contractor and the management first would enter into agreement and thereafter his contractor was allowed to render catering services. Management specifically submitted that as per work order it was the responsibility of the contractor how to operate the catering services and house keeping services for the interest of the trainees. They disclosed that the contractor used to engage their men to keep in operation of the services in question and for which they had no manner of involvement to poke their nose in the administration of the contractor for the said purpose. Considering the submission of the management it transpires such arrangement of catering services was made for the benefit of the trainees and not for the benefit of the management. In support of their claim management also submitted their Memorandum relating to catering and house keeping contract for Staff Training College building at C.M.P.D.I.L. Ranchi and also Memorandum of Association and Articles of Association incorporated under the Company's Act, 1955. I have carefully considered both the documents carefully and I find no hesitation to say that the catering and house keeping services for Staff Training College was initiated by the management for the benefit of the trainees and in no way it can be tagged with the organisation for which it was established.

8. After careful consideration of all the facts and circumstances I hold that the concerned workmen did not perform any prohibited job as per Contract Labour (Regulation and Abolition) Act, 1970 which deserve regularisation of their services. I have also failed to find out any such material based on which it can be said that they were engaged by the management to perform their job

continuously for more than 240 days in each calendar year. As such after careful consideration of all the facts and circumstances I find that the sponsoring union have failed to substantiate their claim and for which the concerned workmen are not entitled to get any relief. In the result, the following Award is rendered :—

"The demand of the Union that S/Shri Sunil Kumar Sinha and 20 others engaged (as shown in the Annexure) through a contractor in C.M.P.D.I. Staff College Ranchi should be departmentalised and their services should be regularised in the C.M.P.D.I. management with retrospective effect from the date of their initial engagement is not justified. Consequently the concerned workmen are not entitled to get any relief."

B. BISWAS, Presiding Officer

ANNEXURE

1. Shri Abdul Hamid.
2. Shri Bhim Kumar.
3. Shri Bhutnath Kumar.
4. Shri Jagru Bage.
5. Shri Ganesh Singh.
6. Shri Jagdish Yadav.
7. Shri Parven Kumar.
8. Shri Biraj Minz.
9. Shri P. Chander Das.
10. Shri Sunil Singh.
11. Shri Sita Ram.
12. Shri Sanjay Minz.
13. Shri Ajay Mallick.
14. Shri Mangul Minz.
15. Shri Sanju Minz.
16. Shri Umesh Mallick.
17. Shri Ramesh Nayak.
18. Shri Jagdish Kachhap.
19. Shri Raju Mayali.
20. Shri Suresh Lakera.

नई दिल्ली, 14 अगस्त, 2003

का० आ० 2594.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, धनबाद के पचाट (संदर्भ संख्या 101/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-2003 को प्राप्त हुआ था।

[सं० एल-20012/217/92-आईआर(सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 14th August, 2003

S.O. 2594.—In pursuance of Section 17 of the Industrial Disputes, Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 101/93) of the Central Government Industrial Tribunal/Labour Court-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 13-8-2003.

[No. L-20012/217/92-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT:

Shri B. BISWAS,
Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 101 OF 1993

PARTIES: Employers in relation to the management of Dhansar Colliery of M/s. B.C.C.L. and their workman.

APPEARANCES:

On behalf of the workman : Shri S. N. Goswami,
Advocate.

On behalf of the employers : Shri D. K. Verma,
Advocate

State : Jharkhand Industry : Coal

Dated, Dhanbad the 30th July, 2003.

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/(217)/92-I.R. (Coal-I) dated the 21/26-7-93.

SCHEDULE

"Whether the action of the management of Dhansar Colliery of M/s. BCCL in treating the date of birth of Shri Shyamlal Nonia as 11-10-42 instead of 11-10-47 is justified ? If not, to what relief the workman is entitled for?"

2. The case of the concerned workman according to the written statement submitted by him in brief is as follows :—

He submitted that originally he got his appointment on 11-10-71 at West Godhur Colliery/Khas Kusunda Colliery and at that time of his appointment his date of birth in the Form B Register was recorded as 11-10-47. In the CMF

record also his date of birth was recorded as 11-10-47. He submitted that after getting his appointment management issued Identity Card to him bearing No. 52255 wherein also his date of birth was recorded as 11-10-47. As such there was no question of raising any doubt or dispute as regards to his date of birth recorded in the different registers by the management. He submitted that thereafter management transferred him to Dhansar Colliery from Khas Kusunda Colliery. He submitted that in the year 1987 while he was posted at Dhansar Colliery management issued service excerpt to him wherein he found that his date of birth was recorded as 11-10-42 instead of 11-10-47 arbitrarily and illegally with a view to superannuate him prematurely. Accordingly he raised an industrial dispute for conciliation which ultimately resulted reference to this Tribunal for adjudication. The concerned workman accordingly submitted his prayer to pass award directing the management to treat his date of birth as 11-10-47 instead of 11-10-42 and allow him to continue in service till the actual age of his superannuation i.e. 10-10-2007 on attaining his age of 60 years.

3. Management on the contrary after filing W.S.-cum-rejoinder have denied all claims and allegations which the concerned workman asserted in his written statement. They submitted that at the time of his appointment on 11-10-71 the concerned workman declared his age as 29 years. Accordingly in the Form B Register his age was recorded as 29 years as on 11-10-71 and as per his own declaration his date of birth was assessed as 11-10-42 and not 11-10-47. They submitted that in the Identity Card Register his date of birth was also recorded as 11-10-42 on the basis of his date of appointment as 11-10-71. Accordingly there was no discrepancy in recording date of birth of the concerned workman either in the Form B register or in other registers maintained by them. They submitted that in the year 1987 service excerpt was issued to the concerned workman wherein also his date of birth was recorded as 11-10-42 and date of appointment as 11-10-71 but at that time also the concerned workman did not raise any objection about wrong recording of the date of birth therein. They alleged that the concerned workman by manipulating his Identity Card has changed his date of birth as 11-10-42 to 11-10-47 in order to enjoy service of extra five years. It has been submitted by them that Form B register is considered as statutory register under the Mines Act wherein his date of birth was duly recorded and on the basis of that record the Identity Card Register was prepared and same date of birth was also recorded there. The service excerpt was also prepared as per Form B register and in the Identity Card Register and service excerpt same date of birth i.e. 11-10-42 were recorded. Therefore question of recording date of birth of the concerned workman as 11-10-47 in the Identity Card did not and cannot arise. Accordingly management submitted that as the claim of the concerned workman is absolutely unjustified and baseless his prayer is liable to be rejected.

4. Points to be decided in this reference are :—

“Whether the action of the management of Dhansar Colliery of M/s. BCCL in treating the date of birth of Shri Shyamal Nonia as 11-10-42 instead of 11-10-47 is justified ? If not, to what relief the workman is entitled for ?”

FINDING WITH REASONS

5. It appears from the record that the concerned workman in order to substantiate his claim examined himself as WW-1. Management also in support of their claim have examined two witnesses as MW-1 and MW-2.

Considering the evidence of both sides I find no dispute to hold that the concerned workman got his appointment as mason as 11-10-71 at West Godhur Colliery, which subsequently was merged with Khas Kusunda Colliery. It is also admitted fact that in the year 1976 he was transferred to Dhansar Colliery. Specific allegation of the concerned workman is that the management without his knowledge illegally and arbitrarily changing his date of birth as 11-10-42 in place of 11-10-1947 in the Form B register and issued notice of his superannuation from service with effect from 11-10-92. He submitted that inspite of his giving representation this regard management did not do anything for rectification of his date of birth as 11-10-47 which was recorded in the Form B register by the management at the time of his entry in the service. During his evidence he disclosed categorically that at the time of his employment he submitted all particulars relating to his date of birth as 11-10-47 and at that time management assured him that his exact date of birth as 11-10-47 was duly recorded in the Form B register. He further disclosed that in course of his employment management issued Identity Card to him wherein also his date of birth was recorded as 11-10-47. The Identity Card issued by the management during his evidence was marked as Ext. W-1. He further disclosed that in the year 1987 management issued service excerpt to him in duplicate for the comments if any in respect of the entries made therein. Relying on the copy of the service excerpt Ext. W-2 which was retained by him he disclosed that his date of birth in the same also was recorded as 11-10-47 and not 11-10-42.

6. On the contrary from the submission of the management a different picture has come to light in respect of the age of the concerned workman. It has been specifically mentioned by the management that the concerned workman at the time of his getting entry in the service declared his age as 29 years. Accordingly in the Form B register his age was recorded as 29 years and his date of birth was assessed as 11-10-1942 as per declaration of his age made by him. They submitted that in the identity card register date of birth was recorded as 11-10-42 relying on the age recorded in the Form B register. It is the specific allegation of the management that the concerned workman manipulated his age in the Identity Card as 11-10-71. They

further disclosed that in the year 1987 service excerpt in duplicate was issued to the concerned workman wherein along with other particulars date of birth of the concerned workman was recorded as 11-10-42 and he without raising any dispute returned back the original service excerpt to the management. They submitted that in the duplicate service excerpt the concerned workman again manipulated his date of birth only with the intention to enjoy more years of service.

7. During evidence of MW-1 and MW-2 Form B register and the original service excerpt were marked as Ext. M-1 and M-2. From the Form B register it transpires clearly that year of birth of the concerned workman at the time of his entry in the service was recorded as 29 years. It is the specific claim of the management that as per declaration given by the concerned workman the said age was recorded therein. They further disclosed that on the basis of declaration of age made by him his date of birth was computed as 11-10-1942 which the concerned workman opposed vehemently. He submitted that at the time of his entry in the service he submitted all particulars showing his date of birth as 11-10-47 and the said date of birth was recorded in the Form B register. It is astonishing to note that in course of his evidence the concerned workman did not consider necessary to submit those particulars before this Tribunal in support of his date of birth which he furnished to the management at the time of his entry in the service. Accordingly, claim of the concerned workman in this regard finds no basis at all. Management in course of hearing submitted the identity card register shows clearly that date of birth of the concerned workman was recorded as 11-10-42 after computation of his age. From the Identity Card of the concerned workman on the contrary it transpires that his date of birth was recorded as 11-10-49. It is the specific allegation of the management that the concerned workman for the interest of his case manipulated his date of birth in his Identity Card Ext. W-1. I have carefully considered the Identity Card and it transpires clearly that two different inks were used in writing the same. It further transpires that the said entries were not entered into by a single person. Management submitted that particulars recorded in the Identity Card are taken from the particulars recorded in the Identity Card Register. Accordingly, all the particulars should tally each other. The Identity Card Register speak clearly that date of birth of the concerned workman was recorded on 11-10-42 and not 11-10-47. I have failed to find out any sign of manipulation in the date of birth recorded in the Identity Card Register. This register contained not only the particulars of this workman but also contained particulars of all other workmen of the management. Moreover it is maintained and preserved officially. After careful consideration of this registers I have failed to find out any such sign of manipulation which could lead to this inference that due to fault of the management date of birth was recorded therein.

8. Copy of the service excerpt which the concerned workman submitted in course of hearing was marked as Ext.W-1 while the original service excerpt which the concerned workman handed over to the management duly signed by him was marked as Ext.M-2, W/I is the carbon copy of M/2. It is really curious to note that while date of birth of the concerned workman in the carbon copy of the service excerpt is shown as 11-10-47 in the original it is shown as 11-10-42. Management specifically alleged that the digit '7' appearing before the digit '4' of 11-10-47 was manipulated by the concerned workman in the carbon copy which was retained by him. On careful consideration I did not find any scope to deny the allegation made by the management. The manipulation is so distinct in the open eye that for its detection there is no need to take the help of any lens. I am confident that the digit '2' before the digit '4' of 11-10-47 in the carbon copy of the service excerpt (Ext.W.2) was manipulated and figured as digit '7' in place of digit '2'. As the carbon copy was retained by the concerned workman there is sufficient reason to believe that such manipulation was done by him. Similarly there is sufficient reason to believe that the identity card was also manipulated by him in respect of his date of birth as it was also in the possession.

9. Form B Register is considered as a statutory register and for which all the entries therein bears legal value which is binding upon both sides until and unless any contrary is established specifically in respect of any particular entry. It is the specific claim of the management that age of the concerned workman was recorded as 29 years in the Form B Register as per declaration made by him. They further submitted that the concerned workman made his endorsement in the respective column of the Form B Register accepting the entries recorded therein, as correct. The concerned workman did not challenge his age recorded in the Form B Register till the date of issuance of service excerpt. Even after receiving the service excerpt in the year 1987 the concerned workman did not raise any dispute in respect of his date of birth recorded therein. On the contrary he returned back the same by putting his endorsement acknowledging acceptance of the correctness of the entries made therein. It has been exposed clearly that the concerned workman for his personal gain manipulated his date of birth in the carbon copy of the service excerpt which was retained by him. As such it is clear that the concerned workman did not raise the industrial dispute with clean hand and mind.

After careful consideration of all the facts and circumstances I have failed to find out an iota of evidence relying on which the claim of the concerned workman could be believed. I do not find any reason to disbelieve the age of the concerned workman recorded in the Form B Register. As such there is no scope to say that management illegally, arbitrarily and violating the principle of natural justice issued notice of superannuation to the concerned workman considering his date of birth as 11-10-42. Accordingly the

concerned workman is not entitled to get any relief. In the result, the following award is rendered :—

"The action of the management of Dhansar Colliery of BCCL in treating the date of birth of Shri Shyamal Nonia as 11-10-42 instead of 11-10-47 is justified. Consequently, the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 14 अगस्त, 2003

का० आ० 2595.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, धनबाद के पंचाट (संदर्भ संख्या 233/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-2003 को प्राप्त हुआ था।

[सं० एल-20012/525/98-आईआर(सी-I)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 14th August, 2003

S.O. 2595.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 233/99) of the Central Government Industrial Tribunal/Labour Court-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 13-8-2003.

[No. L-20012/525/98-IR (C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT:

SHRI B. BISWAS,
Presiding Officer.

In the matter of an Industrial Dispute under Section
10(1)(d) of I.D.Act, 1947.

REFERENCE NO. 233 OF 1999

PARTIES: Employers in relation to the management of Sijua Area of M/s. B.C.C.L and their workman.

APPEARANCES:

On behalf of the workman : Shri S. C. Gaur,
Advocate.

On behalf of the employers : Shri D. K. Verma,
Advocate.

State : Jharkhand Industry : Coal

Dated, the 23rd July, 2003.

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 19(I)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/525/98-C-I, dated the 17th May, 1999.

SCHEDULE

"Kya B.C.C.L Ke Prabandhan dwara Dinank 21-12-96 se Sri Karmoo Manjhi M/Loader Ke Sewain 22-8-95 Se 7-2-96 amupastithi Ke Karan Barkhast Kiya Jana Vidhivat V Nyayochit Hai ? Yadi nahin to Karamkar Kis raahat Ke Patra Hain ?"

2. In course of hearing learned Advocate for the concerned workman submitted that the concerned workman is dead and he has not received any instruction either from the family of the concerned workman or from the Union about filing petition for substitution. Accordingly learned Advocate for the workman under the circumstances submitted to pass a 'No dispute' Award. Learned Advocate for the management under the circumstances does not raise any objection. As no substitution petition has been filed on behalf of the family of the deceased workman it is needless to proceed with the hearing of this case, particularly when Mr. Gaur under the circumstances submitted to pass a 'No dispute' Award. In view of the facts and circumstances there is no scope to proceed with the case. Accordingly a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 18 अगस्त, 2003

का० आ० 2596.—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या 141/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-2003 को प्राप्त हुआ था।

[सं० एल-22013/1/2003-आईआर(सी-II)]

एस० एस० गुप्ता, अव० सचिव

New Delhi, the 18th August, 2003

S.O. 2596.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 141/2002) of the Central Government Industrial Tribunal/Labour Court Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 14-8-2003.

[No. L-22013/I/2003-IR (C-II)]

S.S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

PRESENT:

Shri E. ISMAIL, B.Sc., LL.B.,
Presiding Officer.

Dated the 14th day of July, 2003

INDUSTRIAL DISPUTE NO. L.C.I.D. 141/2002

(Old I.D. No. 58/1998 transferred from Industrial Tribunal-cum-Labour Court, Guntur)

Between :

Smt. Adapa Ramanamma,
Ex. Sweeper in F.C.I. Godowns,
W/o Umamaheswara Rao,
Epuru (Post),
Pedapadu Mandal,
West Godavari District.Petitioner

AND

1. The President,
The food Corporation of India
Godown Mutta Workers Labour
Contract Co-operative Society Ltd.
Regd. No. E-1393, Near Nuzveed,
Railway Station, Epuru (Post),
Pedapadu Mandal, W.G. District
2. The District Manager,
Food Corporation of India,
Near Old Bus Stand,
Vijayawada, Krishna District.Respondents

APPEARANCES :

- | | |
|--------------------|--|
| For the Petitioner | : Shri Ch. Sudhakar Babu,
Advocate. |
| For the Respondent | : M/s. B.G. Ravindra Reddy &
B.V. Chandra Sekhar,
Advocates. |

AWARD

This case I.D. No. 58/1998 is transferred from Industrial Tribunal-cum-Labour Court, Guntur in view of the Government of India, Ministry of Labour's order No.H-II1026/1/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 141/2002. This is a case taken under Sec.2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Inspite of several adjournments given from 24-12-2002 for enquiry of the Petitioner for nine adjournments including 14-7-2003 the petitioner has not turned-out. The petitioner's Counsel reports no instructions. Petitioner is not evincing any interest since September, 2002. There is nothing on record to support the case of the Petitioner. Hence, a 'Nil' Award is passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 14th day of July, 2003.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner Witnesses examined for the Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 अगस्त, 2003

का० आ० 2597.—औद्योगिक विवाद अधिनियम, 1947

(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या 142/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-2003 को प्राप्त हुआ था।

[सं० एल-22013/1/2003-आईआर(सी-II)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 18th August, 2003

S.O. 2597.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 142/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 14-8-2003.

[No. L-22013/1/2003-IR(C-II)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD
PRESENT :

Shri E. ISMAIL, B.Sc., LL.B.,
Presiding Officer.

Dated the 14th day of July, 2003

INDUSTRIAL DISPUTE NO. L.C.I.D. 142/2002

(Old I.D. No. 59/1998 transferred from Industrial Tribunal cum-Labour Court, Guntur)

BETWEEN:

Sri P. Srinivasa Rao,
Ex. Electrician in F.C.I. Godowns,
S/o Nageswara Rao,
Epuru (Post),

Pedapadu Mandal,
West Godavari District.Petitioner

AND

1. The President,
The Food Corporation of India
Godown Mutta Workers Labour
Contract Co-operative Society Ltd.,
Regd. No.E-1393, Near Nuzveed
Railway Station, Epuru (Post),
Pedapadu Mandal, W.G. District.
2. The District Manager,
Food Corporation of India,
Near Old Bus Stand,
Vijayawada. Krishna District.Respondents

APPEARANCES:

For the Petitioner : Shri Ch. Sudhakar Babu,
Advocate.

For the Respondent : M/s B.G. Ravindra Reddy &
B. V. Chandra Sekhar,
Advocate.

AWARD

This case I.D. No. 59/1998 is transferred from Industrial Tribunal-cum-Labour Court, Guntur in view of the Government of India, Ministry of Labour's order No.H-11026/1/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 142/2002. This is a case taken under Sec.2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinappa and M/s. Cotton Corporation of India and two others.

2. Inspite of several adjournments given from 24-12-2002 for enquiry of the Petitioner for nine adjournments including 14-7-2003 the petitioner has not turned-out. The petitioner's Counsel reports no instructions. Petitioner is not evincing any interest since September, 2002. There is nothing on record to support the case of the Petitioner. Hence, a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 14th day of July, 2003.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner Witnesses examined for the Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 अगस्त, 2003

का० आ०2598.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या 140/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-2003 को प्राप्त हुआ था।

[सं० एल-22013/1/2003-आईआर(सी-II)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 18th August, 2003

S. O. 2598.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 140/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 14-8-2003.

[No. L-22013/1/2003-JR(C-II)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Shri E. ISMAIL, B.Sc., LL.B.,
Presiding Officer

Dated the 14th day of July, 2003

INDUSTRIAL DISPUTE NO.L.C.LD. 140/2002

(Old I.D. No. 61/98 Transferred from Industrial Tribunal
cum Labour Court, Guntur)

Between :

Smt. K. Bapanamma,
Ex. Sweeper in F.C.I. Godowns,
W/o Pakir,
Epuru(Post),
Pedapadu Mandal,
West Godavari District. Petitioner

AND

1. The President.
The Food Corporation of India
Godown Mutta Workers Labour
Contract Co-operative Society Ltd.,
Regd.No.E-1393, Near Nuzveed
Railway Station, Epuru(Post),
Pedapadu Mandal, W.G. District.

2. The District Manager,
Food Corporation of India,
Near Old Bus Stand,
Vijayawada, Krishna District. Respondents

APPEARANCES:

For the Petitioner : Sri Ch. Sudhakar Babu, Advocate

For the Respondent : M/s. B.G. Ravindra Reddy &
B.V. Chandra Sekhar, Advocates

AWARD

This case I.D. No. 61/98 is transferred from Industrial Tribunal cum Labour Court, Guntur in view of the Government of India, Ministry of Labour's order No.H-11026/1/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D.No. 140/2002. This is a case taken under Sec.2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No.8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Inspite of several adjournments given from 24-12-2002 for enquiry of the Petitioner for nine adjournments including 14-7-2003 the petitioner has not turned-out. The petitioner's Counsel reports no instructions. Petitioner is not evincing any interest since September, 2002. There is nothing on record to support the case of the Petitioner. Hence, a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant
Transcribed by her corrected and pronounced by me on
this the 14th day of July, 2003.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL	NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 अगस्त, 2003

का० आ०2599.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या 138/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-2003 को प्राप्त हुआ था।

[सं० एल-22013/1/2003-आईआर(सी-II)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 18th August, 2003

S. O. 2599.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award

(Ref. No 138/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 14-8-2003.

[No. L-22013/1/2003-IR(C-II)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri E. ISMAIL, B.Sc., LL.B., Presiding Officer

Dated the 14th day of July, 2003

INDUSTRIAL DISPUTE NO. L.C.I.D. 138/2002

(Old I.D. No. 56/98 Transferred from Industrial Tribunal-cum-Labour Court, Guntur)

Between :

Sri. M. Rambabu,
Ex Technical Casual Labour in F.C.I. Godowns,
S/o Pullainraju,
Epuru (Post).
Pedapadu Mandal,
West Godavari District. Petitioner

1. The President,
The Food Corporation of India
Godown Mutta Workers Labour
Contract Co-operative Society Ltd.,
Regd.No. E-1393, Near Nuzveed
Railway Station, Epuru (Post),
Pedapadu Mandal, W.G. District.

2. The District Manager,
Food Corporation of India,
Near Old Bus Stand,
Vijayawada, Krishna District. Respondents

APPEARANCES:

For the Petitioner : Sri Ch. Sudhakar Babu, Advocate
For the Respondent : M/s. B.G. Ravindra Reddy &
B.V. Chandra Sekhar, Advocates

AWARD

This case I.D. No. 56/98 is transferred from Industrial Tribunal-cum-Labour Court, Guntur in view of the Government of India, Ministry of Labour's order No. H-i 1026/1/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 138/2002. This is a case taken under Sec.2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No.8395 of 1989 dated 3-8-1995 between

Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. In spite of several adjournments given from 24-12-2002 for enquiry of the Petitioner for nine adjournments including 14-7-2003 the petitioner has not turned-out. The petitioner's Counsel reports no instructions. Petitioner is not evincing any interest since September, 2002. There is nothing on record to support the case of the Petitioner. Hence, a 'Nil' Award is passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant Transcribed by her corrected and pronounced by me on this the 14th day of July, 2003.

E. ISMAIL. Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner Witnesses examined for the Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 अगस्त, 2003

का० आ० 2600.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, हैदराबाद (संदर्भ संख्या 137/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-2003 को प्राप्त हुआ था।

[सं० एल-22013/1/2003-आईआर(सी-II)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 18th August, 2003

S. O. 2600.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 137/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 14-8-2003.

[No. L-22013/1/2003-IR(C-II)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present:

Shri E. ISMAIL, B.Sc., LL.B., Presiding Officer

Dated the 14th day of July, 2003

INDUSTRIAL DISPUTE NO. L.C.I.D. 137/2002

(Old I.D. No. 55/98 Transferred from Industrial Tribunal-cum-Labour Court, Guntur)

Between :

Smt. Nandika Mariyamma
Ex. Sweeper in F.C.I. Godown,
W/o Pothuraju,
Epuru (Post),
Pedapadu Mandal,
West Godavari District. Petitioner

AND

1. The President
The Food Corporation of India
Godown Mutta Workers Labour
Contract Co-operative Society Ltd.,
Regd. No. E-1393, Near Nuzveed
Railway Station, Epuru (Post).
Pedapadu Mandal, W.G. District.

2. The District Manager,
Food Corporation of India,
Near Old Bus Stand,
Vijayawada, Krishna District. Respondents

APPEARANCES:

For the Petitioner Sri Ch. Sudhakar Babu, Advocate
For the Respondent : M/s. B.G. Ravindra Reddy &
B.V. Chandra Sekhar, Advocates

AWARD

This case I.D. No. 55/98 is transferred from Industrial Tribunal-cum-Labour Court, Guntur in view of the Government of India, Ministry of Labour's order No. H-11026/I/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 137/2002. This is a case taken under Sec. 2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. In spite of several adjournments given from 24-12-2002 for enquiry of the Petitioner for nine adjournments including, 14-7-2003 the petitioner has not turned-out. The petitioner's Counsel reports no instructions. Petitioner is not evincing any interest since September, 2002. There is nothing on record to support the case of the Petitioner. Hence, a 'Nil' Award is passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant Transcribed by her corrected and pronounced by me on this the 14th day of July, 2003.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner : **Witnesses examined for the Respondent :**

NIL NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 अगस्त, 2003

का०आ० 2601.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार एफ० सी० आई० प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या 136/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-2003 को प्राप्त हुआ था।

[सं० एल-22013/1/2003-आईआर(सी-II)]
एस० एस० गुप्ता, अवर सचिव

New Delhi, the 18th August, 2003

S. O. 2601.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 136/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 14-8-2003.

[No. L-22013/1/2003-IR(C-II)]

S. S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

Present :

Shri E. ISMAIL, B.Sc., LL.B., Presiding Officer

Dated the 14th day of July, 2003

INDUSTRIAL DISPUTE NO. L.C.I.D. 136/2002

(Old I.D. No. 57/98 Transferred from Industrial Tribunal-cum-Labour Court, Guntur)

Between :

Smt. Ch. Rangamma
Ex. Sweeper in F.C.I. Godowns,
W/o Jojappa,
Epuru (Post),
Pedapadu Mandal,
West Godavari District. Petitioner

AND

1. The President,
The Food Corporation of India
Godown Mutta Workers Labour

Contract Co-operative Society Ltd.,
Regd.No.E-1393, Near Nuzveed
Railway Station, Epuru (Post),
Pedapadu Mandal, W.G. District.
2. The District Manager,
Food Corporation of India,
Near Old Bus Stand,
Vijayawada, Krishna district. Respondents

APPEARANCES:

For the Petitioner : Sri Ch. Sudhakar Babu, Advocate

For the Respondent : M/s. B.G. Ravindra Reddy &
B.V. Chandra Sekhar, Advocates

AWARD

This case I.D. No. 57/98 is transferred from Industrial Tribunal cum Labour Court, Guntur in view of the Government of India, Ministry of Labour's order No.H-11026/1/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 136/2002. This is a case taken under Sec.2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No.8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Inspite of several adjournments given from 24-12-2002 for enquiry of the Petitioner for nine adjournments including, 14-7-2003 the petitioner has not turned-out. The petitioner's Counsel reports no instructions. Petitioner is not evincing any interest since September, 2002. There is nothing on record to support the case of the Petitioner. Hence, a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant Transcribed by her corrected and pronounced by me on this the 14th day of July, 2003.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 अगस्त, 2003

का० आ० 2602.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय एक० सी० आ० प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या 135/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-2003 को प्राप्त हुआ था।

[सं० एल-22013/1/2003-आईआर(सी-II)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 18th August, 2003

S. O. 2602.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 135/2002) of the Central Government Industrial Tribunal Cum Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 14-8-2003.

[No. L-22013/I/2003-IR(C-II)]

S. S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

Present : Shri E. ISMAIL, B.Sc., LL.B.,

Presiding Officer

Dated the 14th day of July, 2003

INDUSTRIAL DISPUTE No.L.C.I.D. 135/2002

(Old I.D. No. 62/98 Transferred from Industrial Tribunal cum Labour Court, Guntur)

Between:

Smt. T. Paramjyothi,
Ex. Sweeper in F.C.I. Godowns,
W/o Bala Sundaram,
Epuru(Post),
Pedapadu Mandal,
West Godavari District. Petitioner

AND

1. The President.
The Food Corporation of India
Godown Mutta Workers Labour
Contract Co-operative Society Ltd.,
Regd.No.E-1393, Near Nuzveed
Railway Station, Epuru (Post),
Pedapadu Mandal, W.G. District.

2. The District Manager,
Food Corporation of India,
Near Old Bus Stand,
Vijayawada, Krishna district. Respondents

APPEARANCES:

For the Petitioner : Sri Ch. Sudhakar Babu, Advocate

For the Respondent : M/s B. G. Ravindra Reddy &
B. V. Chandra Sekhar, Advocates

AWARD

This case I.D. No. 62/98 is transferred from Industrial Tribunal-cum-Labour Court, Guntur in view of the

Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D.No. 135/2002. This is a case taken under Sec.2A(2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No.8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. In spite of several adjournments given from 24-12-2002 for enquiry of the Petitioner for nine adjournments including, 14-7-2003 the petitioner has not turned-out. The petitioner's counsel reports no instructions. Petitioner is not evincing any interest since September, 2002. There is nothing on record to support the case of the Petitioner Hence, a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant Transcribed by her corrected and pronounced by me on this the 14th day of July, 2003.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner Witnesses examined for the Respondent

NIL NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 अगस्त, 2003

का० आ० 2603.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय एस० सी०सी० एल० प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या 16/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-2003 को प्राप्त हुआ था।

[सं० एल-22012/23/91-आईआर(सी-II)]
एस० एस० गुप्ता, अवर सचिव

New Delhi, the 18th August, 2003

S. O. 2603.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2003) of the Central Government Industrial Tribunal Cum Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 14-8-2003.

[No. L-22012/23/91-IR(C-II)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Shri E. ISMAIL, B.Sc., LL.B., Presiding Officer

Dated the 27th day of June, 2003

INDUSTRIAL DISPUTE No. 16/2003

Between :

1. The President,
A. P. Collieries Mazdoor Sangh (INTUC),
Bellampalli, Distt. Adilabad.

2. Shri G. Rajanarsu,
S/o G. Narsaiah, 65-D,
Qrt. No. 20, Singareni Collieries Co. Ltd.,
Colony, Bellampalli,
Distt. Adilabad.

...Petitioners

AND

1. The General Manager,
Singareni Collieries Co. Ltd.,
Mandamarri, P. O. Kalyanakhani,
Adilabad District.

...Respondents

Appearances :

For the Petitioner : M/s G. Ravimohan, R. Devender Reddy, G. Srinivasa Reddy and G. Naresh Kumar, Advocates.

For the Respondent : M/s K. Srinivasa Murthy and C. Vijayashkar Reddy, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/23/91-IR (C-II) dated the 20-12-2002 referred the following dispute under Section 10(1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Singareni Collieries Co. Ltd. and their workman. The reference is,

SCHEDULE

"Whether the claim of the Union, A. P. Collieries Mazdoor Sangh for correction of year of birth of the workman Sh. G. Rajanarsu as 1938 instead of 1934 is legal and justified? If so, to what relief the workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 16/2003 and notices issued to the parties.

2. In spite of several adjournments given from 13-3-2003 for filing of claim statement and documents for five adjournments including today the 27th June, 2003. In spite of number of adjournments Petitioner has not turned-out with claim statement and documents and since February, 2003 the Petitioner is not evincing any interest. There is

nothing on record to support the claim of the Petitioner. Hence, a 'Nil Award' is passed, transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant Transcribed by her corrected and pronounced by me on thus the 27th day of June, 2003.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 अगस्त, 2003

का० आ० 2604.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस० सी० सी० एल० प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या 17/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-2003 को प्राप्त हुआ था।

[मं० एल-22012/134/2002-आईआर(सी-II)]

एस० गुप्ता, अवर सचिव

New Delhi, the 18th August, 2003

S. O. 2604.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2003) of the Central Government Industrial Tribunal cum Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 14-8-2003.

[No. L-22012/134/2002-IR(C-II)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Shri E. ISMAIL, B.Sc., L.L.B., Presiding Officer

Dated the 14th day of July, 2003

INDUSTRIAL DISPUTE No. 17/2003

Between:

Shri Raiz Ahmed,
General Secretary,
S. Singareni Miners and Engg.

Workers Union (HMS),
Godavarikhani- 505209.

....Petitioner

AND

The General Manager,
Singareni Collieries Co. Ltd.,
Ramagundam-I Division,
Godavarikhani-505209

....Respondent

Appearances:

For the Petitioner : M/s A. Sarojana, K. Vasudeva Reddy and K. Shashidhar, Advocates

For the Respondent : Sri K. Srinivasa Murthy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/134/2002-IR (CM-II) dated the 12-12-2002 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Singareni Collieries Co. Ltd. and their workman. The reference is,

SCHEDULE

"Whether the demand of the Singareni Miners and Engg. Workers Union from the Management of M/s Singareni Collieries Co. Ltd., Ramagundam-I Division Godavarikhani to give promotion as Munshi Gr. II to Sh. M. Thukkaiah, Gr. III Munsh is justified? If so, to what relief the workman is entitled and from what day?"

The reference is numbered in this Tribunal as I.D. No. 17/2003 and notices issued to the parties.

2. Inspite of several adjournments given from 13-3-2003 for filing of claim statement and documents for six adjournments including today the 14th July, 2003. Since February, 2003 the Petitioner is not evincing any interest. There is nothing on record to support the case of the Petitioner. Hence, a 'Nil Award' is passed, transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 14th day of July, 2003.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 अगस्त, 2003

का० आ० 2605.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी० आई. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली (संदर्भ संख्या 10/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-2003 को प्राप्त हुआ था।

[सं० एल-22012/393/एफ/90-आई आर (सी-II)]
एस० एस० गुप्ता, अवर सचिव

New Delhi, the 18th August, 2003

S. O. 2605.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/91) of the Central Government Industrial Tribunal-cum-labour Court New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 14-8-2003.

[No. L-22012/393/F/90-IR(C-II)]

S. S. GUPTA, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

PRESIDING OFFICER: SHRIB. N. PANDEY

I. D. No. 10/91

The General Secretary,
F.C.I. Employees Union,
B-2/112, Paschim Vihar,
New Delhi-110063. ...Workman

Versus

The Zonal Manager (North),
Food Corporation of India,
Ansals Bhawan,
K. G. Marg,
New Delhi-110001.Management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-22012(393)/F/90-IR(C-II) dated 5-2-91 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Food Corporation of India, New Delhi, Zonal Manager

(North) in discontinuing the synchronisation allowance to the workmen concerned in their 6 depots in the North Zone is justified? If not to what relief the workmen are entitled ?”

2. The Union of the workmen has, inter alia, alleged in the statement of claim filed on behalf of the workman that the Chairman of F.C.I. had rendered the settlement on 3-5-87 with the National Co-ordination Committee of F.C.I. employees consisting of four national level trade unions including Union of the workman for payment of synchronisation allowance at 39 depots all over the country, and the said settlement was enforced w.e.f. 18-8-88 after obtaining Supreme Court approval on 1-8-1988 in C.P. No. 14451/1988 in W.P.No. 534/1985; that the workmen accordingly started receiving the said allowance at 39 depots all over the country vide circular No. 23/1988 dated 18-8-1988 of F.C.I. Head Quarters; that subsequently the Zonal Manager (North) Food Corporation of India stopped payment of said allowance w.e.f. 12-6-90 of notified six depots situated in Delhi and Utter Pradesh because of certain illegal understanding having been reached with departmentalised labour which has adversely affected and caused financial loss in wages to workman/claimants Union and that the Zonal Manager has altered the working hours at these six depots without caring for section 9A of the I.D. Act. That the act of the management in stopping the said allowance at six depots of North Zone is totally illegal and liable to be quashed. Hence this reference.

3. The claim of the Claimants Union was contested by the management by way of filing a written statement denying the allegation of the union. It was further alleged that the workmen were not entitled to get the said benefit as their work was different from regular staff wherever they were posted. That through the subsequent circular issued by the Management certain conditions were changed imposed for payment of the said allowance to the employees in the category I to IV. That the claimants are not entitled to get any relief and their claim is liable to be rejected.

4. Both the parties filed various documents in support of their case.

5. In oral evidence the management filed affidavit of MW1 Shri B. K. Dutta and MW2 Shri R. C. Srivastava. They were also cross-examined on behalf of the workman. On the other hand Union filed affidavit of Shri J. S. Duggal (workman) WW1 and WW2 Shri M. C. Tyagi, General Secretary of the workmen Union. They were also cross-examined by A/R of the Management. Both the parties also filed their written arguments.

6. None appeared on behalf of the workman or their Union since a long for oral arguments. Shri R. K. Birla has been appearing on behalf of the Management. In absence of any representative of the workman Union I heard

Shri R. K. Birla for the Management and also perused the file. At the very outset it is worth to be mentioned that it has come on the record that the earlier circular through which all the employees were given the alleged allowance, subsequently caused dissatisfaction to some of the other employees which gave rise to another dispute and as a result of which a case was also filed before the Central Government Industrial Tribunal, Calcutta and an award was also obtained, subsequently in view of the subsequent settlement parity of working hours was fixed for the category III to IV employees. Therefore, no synchronisation allowance is now admissible to them. At present if any of the employee performs duty beyond 6½ hours he gets his overtime for such working. That the management is acting fairly and in a justified manner by giving them overtime allowance in case they work beyond their duty hours of 6½ hours. Thus in view of the subsequent change, the workmen are now not entitled to get any such allowance. I find that the workmen's Union has failed to establish case of the workmen so as to make them entitled to get the said allowance. Therefore, I find no force in the claim of the Union.

7. In view of the above discussions, I find nothing illegal or unjust in the action of the management of F.C.I. (Food Corporation of India) in Delhi and the workmen of the petitioner-Union are not entitled to get any relief. The reference is answered accordingly.

Dated : 5-8-2003

B. N. PANDEY, Presiding Officer

नई दिल्ली, 18 अगस्त, 2003

का० आ० 2606.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोर्ड ऑफ अप्रेन्टीसिशिप ट्रेनिंग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण, नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सी० जी० आई० टी०-2/107 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2003 को प्राप्त हुआ था।

[सं. एल-42012/182/2000-आई आर (डी यू)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th August, 2003

S. O. 2606.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/107 of 2000) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Board of Apprenticeship Training and their workmen, which was received by the Central Government on 18-8-2003.

[No. L-42012/182/2000-IR(D U)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : S. N. SAUNDANKAR,

Presiding Officer

Reference No. CGIT-2/107 of 2000

EMPLOYERS IN RELATION TO THE MANAGEMENT OF BOARD OF APPRENTICESHIP TRAINING, MUMBAI

Director,
Board of Apprenticeship Training,
ATI Campus,
V.N. Purav Marg, Sion,
Mumbai-400022.

V/S

THEIR WORKMEN

Shri Radheshyam Dubey
C/o. Shri Mohan Yadav,
Ramdas Chawla, Surya Nagar,
Vikhroli (West),
Mumbai-400083.

APPEARANCES :

For the Employer : Mr. B. Dattamoorthy, Advocate

For the Workman : Mr. V. V. Menon, Advocate

Mumbai, the 5th June 2003

AWARD

The Government of India, Ministry of Labour, by its Order No. L-42012/182/2000-IR (DU) dated 31-10-2000 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Board of Apprenticeship Training, Mumbai in terminating the services of Shri R. S. Dubey, Ex-Workman-cum-Pump Attendant w.e.f. 19-10-1994 is legal and justified ? If not, to what relief the workman is entitled ?”

2. Shri Dubey was employed in the management Board of Apprenticeship Training, Mumbai as Watchman. Vide Statement of Plaintiff (Exhibit-4) Dubey pleaded that initially he worked in the management from 6-4-1992 through the Security Guard Board for Maharashtra State and that he was informed then that there is a vacancy, and therefore, he had applied on 27th July 1992 and that he was consequently appointed as Watchman-cum-Pump Attendant w.e.f. 31st July 1992. Consequently, his name

was entered in the muster roll and that he was receiving regular salary in the scale. It is the contention of Dubey that he worked continuously from 1st August 1992 till 19-10-1994 i.e. more than 240 days and that during the said period he was not given any memo as his service record was clean and unblemished however abruptly by the letter dated 19-10-94 his services were terminated by the management without giving him notice pay and retrenchment compensation under the provisions of the Industrial Disputes Act, therefore his termination being illegal and unjustified management be directed to reinstate him in service in continuity with full back wages.

3. Management resisted the claim of Dubey by filing Written Statement (Exhibit-7) contending that reference is not maintainable as the Institute does not fall within the definition of 'Industry' under Section 2(j) of the Industrial Disputes Act. It is averred that the main object of the management is to organise practical training for graduates and diploma holders in Engineering and Technology in accordance with the provisions of the Apprentices Act, 1961 and further to secure to provide training facilities in different technical establishments both in the private and public sectors in the States of Maharashtra, Gujarat, Madhya Pradesh, Goa and Union Territories of Diu and Daman. It is contended in order to achieve, this Board is required to establish permanent liaison between the technical institutions located in the region and that the Board is managed by the funds given by Government as grants, donations, fees etc. and that the functions of the Board are not in any manner to be declared an 'Industry'. It is further the contention of the Board that it does not undertake any activity for production/distribution of goods and services partaking of the nature of trade/business undertaken by the State and that main function of the Board is to provide expert and advisory service in the areas of practical training and thus the Board is predominantly engaged in the field of education. Apart from this it is further the contention of management that Dubey was appointed erroneously against non-existent post by an officer who was temporarily holding charge which was administrative irregularity. It is averred that because of the irregular appointment of Dubey his salary could not be made from the allotted funds as objected by the A.G. Office Mumbai. It is contended since the appointment of Dubey was administrative error and that there was no post of Watchman-cum-Pump Attendant question of giving him notice pay and retrenchment compensation does not arise. It is contended knowing the irregularity Dubey was discontinued from 19-10-94 consequently his claim being devoid of substance be dismissed with costs.

4. On the basis of pleadings issues were framed at Exhibit-11 and in that context Dubey filed affidavit in lieu

of Examination-in-Chief (Exhibit-17) and closed oral evidence vide purshis (Exhibit-18). In rebuttal, Director of the Board Mr. Rathore filed affidavit (Exhibit-19) and the management closed oral evidence vide purshis (Exhibit-23).

5. Dubey filed written submissions along with copies of rulings vide (Exhibit-24/26) and the management (Exhibit-25). On going through the record as a whole, written submissions and hearing the counsels, I record my findings on the following issues for the reasons mentioned below :

Issues	Findings
1. Whether Sri R. S. Dubey continuously worked for more than 240 days in a calendar year?	Does not survive
2. Whether Board of Apprenticeship Training, Mumbai is an 'industry' within the meaning of Section 2(j) of the Industrial Disputes Act ?	No
3. Whether the action of the management of Board of Apprenticeship Training, Mumbai in terminating the services of Shri R. S. Dubey, Ex-Workman-cum-Pump Attendant w.e.f. 19-10-1994 is legal and justified ?	Does not survive
4. What relief the workman is entitled ?	As per order below,

REASONS

6. At the threshold the Learned Counsel Mr. Dattamoorthy for the management inviting attention to the affidavit of Mr. Rathore (Exhibit-19) urged that the Board of Apprenticeship Training is established under the Ministry of Human Resources Development, Department of Education, Government of India with the object of organising practical training for Graduates and Diploma holders in Engineering and Technology for implementation of the provisions of the Apprentices Act, 1961 and that the main function of the Board is to establish liaison with technical institutions/industries in the region comprising of the five states to secure training facilities for the candidates and that the board is essentially managed by the funds sanctioned by the Government of India i.e. grants received from the Government of India and that Board is not undertaking any activity of production and/or distribution of goods and services pertaining to the nature

of trade/business and that it is predominantly engaged in the field of education and therefore relying on the rulings filed on record submits it does not fall within the definition of 'Industry' under Section 2(j) of the Industrial Disputes Act. Consequently, this Tribunal has no jurisdiction to entertain and adjudicate the reference. On the other hand, the Learned Counsel Mr. Menon inviting attention to the definition of 'industry' under the Act urged with force that what is required to be considered is the nature of organisation itself and that the prominent object of the Board is to organise practical training for gainful employment since provide expert and advisory services and that it is a Society registered under the Societies Registration Act, the Board employees hire the services of various employees and that the personnel employees are basically in the categories of unskilled, skilled, technical, operational and clerical itself shows the systematic activity organized by cooperation between employer and employee for the production and/or distribution of services calculated to satisfy human wants and wishes. Therefore, relying on the decisions filed on record, he submits that board is an industry consequently this Tribunal has jurisdiction in width.

7. Director Mr. Rathore in his cross-examination (Exhibit-12) admitted that "they function in a organized systematic manner, render training facilities to the apprentices, 32 employees work in the Board as regular employees, they inspect establishments and assess their training facilities and advise to recruit apprentices and to train them they charge fees for training programmes from outside apprentices about Rs. 50/- per day and that in a year they hold about 10 seminars. At this juncture the Learned Counsel Mr. Menon submits that these admissions go to show the object of the Board is to organise practical training for gainful employment which is the criteria of industry. :

8. 'Industry' is defined under section 2(j) of the industrial disputes Act as follows :

- (a) where there is a (i) systematic activity (ii) organized by the co-operation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making on a large scale prasad or food) prima facie there is an 'industry' in that enterprise.
- (b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.
- (c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer -employee relations.

- (d) If the organisation is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

In Coir Board Ernakulam, Cochin's case decided on 4-3-1998 Their Lordships observed "the organisation where there are employers and employees and the organisation does some useful work for benefit of others will have to be called an 'industry' under the Act. In Bangalore Water Supply and Sewerage Board Vs. A Rajappa & Ors. 1978 LAB IC SC 467 Their Lordships of the Apex Court proposed to exclude training institutes, hospitals, dispensaries etc. from the scope of the definition of industry. Further in para 161/162 Their Lordships laid down tests for the determination of the 'industry' as well as 'workmen' and observed that where a complex of activities some of which qualify for exemption, the others not, involve employees of the total undertaking some of whom are not workmen or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur's case will be the true test. In Physical Research Laboratory V/s. K.G. Sharma Their Lordships held the Research Institute not an industry.

9. In the case in hand, it is seen from the record the essential function of the Board is to provide expert and advisory services in the areas of practical training to both technical institutions and industry by establishing permanent liaison with these bodies and that it is predominantly engaged in the field of education. Consequently the management cannot be said to be an undertaking analogous to business or trade and that it is not engaged in a commercial/industrial activity and therefore, it cannot be described as a common venture or a commercial enterprise and it is not its object to produce and distribute services which would satisfy wants and needs of the consumer community. Therefore, in my opinion, going through record as a whole and the ratio laid down in the judgements relied by both the parties, management Board is not an 'industry' within the definition of Section 2(j) of the Industrial Disputes Act. Consequently reference is not maintainable. Issue No. 2, is therefore, answered accordingly.

10. Since the management Board is not an industry issue No. 1,3 & 4 do not survive and hence the following order is passed:

ORDER

Reference stands disposed of as the Management Board of Apprenticeship Training is not an industry and consequently not maintainable.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 18 अगस्त, 2003

का.आ. 2607.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गे आयरन फॉटेंड्री के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/126/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2003 को प्राप्त हुआ था।

[सं. एल-42011/42/95-आईआर(डीयू)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 18th August, 2003

S.O. 2607.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/126/96) of the Central Government Industrial Tribunal/Labour Court Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Grey Iron Foundry and their workman, which was received by the Central Government on 18-8-2003.

[No. L-42011/42/95-IR(DU)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/126/96

SHRI R. K. DUBEY : Presiding Officer.

Shri Hari Narayan Mahore,
Melter Highly Skilled Grade I,
T.No. 11/553,
MS Grey Iron Foundry,
Jabalpur.

... Applicant

Versus

The General Manager,
Grey Iron Foundry,
Post Vehicle Factory,
Jabalpur

... Non-applicant

AWARD

Passed on this 1st day of the August, 2003

1. The Government of India, Ministry of Labour vide order No. L-42011/42/95-IR (DU) dated 30-5-96 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of Grey Iron Foundry in denying the promotion to the workman Shri Harinarayan Mahore is justified? If not, what relief the workman is entitled to?”

2. Workman's counsel Shri Dutta filed an order of the GM, GIF No. 1972 dated 8-12-2000. According to this order of GM, workman Shri Harinarayan Mahore expired on 13-11-2000. Workman Shri Mahore raised this industrial dispute and claimed his original seniority. He was deferred in the meeting of DPC in 1989 and in the next meeting of DPC in 1991, he was considered and promoted. Applicant claimed his seniority according to the original list. But now workman expired therefore this tribunal is unable to grant any relief for the deceased workman.

3. Therefore due to the demise of the workman, the proceedings of this case are closed and in the absence of any evidence, the Labour Ministry's reference is answered positively. Both parties should bear their own cost. Advocate fees is Rs. 1000/- if certified.

R.K. DUBEY, Presiding Officer

नई दिल्ली, 18 अगस्त, 2003

का.आ. 2608.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रीजनल टेलीकॉम ट्रेनिंग सेन्टर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 358/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2003 को प्राप्त हुआ था।

[सं. एल-40012/95/2000-आईआर(डीयू)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 18th August, 2003

S.O. 2608.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 358/2001) of the Central Government Industrial Tribunal/Labour Court Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Regional Telecom Training Centre and their workman, which was received by the Central Government on 18-8-2003.

[No. L-40012/95/2000-IR(DU)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE No. 358/2001

Date of conclusion of hearing—28th July 2003

Date of Passing Award—5th August 2003

BETWEEN.

The Management of the Director,
Regional Telecom Training Centre,
Government of India,
Department of Telecom, Vani Vihar,
Bhubaneswar-01 1st Party—Management

AND

Their Workmen Shri P.K. Gochhayat,
Ex-Attendant, C/o. Office of the
Bhartiya Mazdoor Sangh,
Plot No. 219, Sector-L, Mancheswar,
Bhubaneswar-751010 . . . 2nd Party—Workman

APPEARANCES:

Shri Sanatan Das, Dy. G.C. RTTC. . . . For the
None 1st Party-Management
. . . For the 2nd Party-
Workman

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their order No. L-40012/95/2000/JR (DU), dated 30-05-2000:

"Whether the action of the Management of Regional Telecom Training Centre, Bhubaneswar by terminating the services of the disputant is justified? If not, to what relief the workman is entitled?"

2. The case of the 2nd Party as per the Claim Statement runs thus:

He is a matriculate. He approached the 1st party-Management to provide him job befitting his qualification in the year 1995. The 1st Party-Management directed him to perform the duty of documentation on daily wages basis. He was paid through voucher called as A.C.G.-17. He performed his job satisfactorily. The 1st party-Management, on the other hand to wash away the proof of employment forced him to sign the A.C.G.-17 in fictitious name. The work performed by him was perennial in nature. In the year 1997, the 1st party-Management purchased one Gestetner. The 1st Party-Management need extra technical hand to run the said machine. So, he was instructed to take training of handling the copy printer machine from the Gestetner Company. He successfully got the training. The 1st Party-Management did not regularize its casual worker who had rendered 240 days service or more. The 1st Party-Management invited tenders in the name of others to handover the work which was

perennial in nature under Contract Labour Act. One Shri Manoj Kumar Tripathy who was the known person of the 1st Party-Management was appointed. therefore, he was disengaged for which he raised the dispute before the Asstt. Labour Commissioner (Central), Bhubaneswar. After failure of conciliation the present reference has been made. The 2nd Party has prayed for reinstatement in service and to institute proper disciplinary proceeding or prosecution against the 1st party-Management

3. The 1st Party-Management in reply to the Claim Statement has filed their Written Statement. In the Written Statement, it has been averred by the 1st Party-Management that, the present reference is not maintainable and there is no relationship of employer and employee between the parties and the question of termination does not arise, as the 2nd Party was never a workman under the 1st party-Management. As there is a ban imposed for engagement of any casual labourer with effect from 30-3-1985 no casual labourer has been engaged by the 1st Party-Management. The further case is that one Shri Manoj Kumar Tripathy, contractor was awarded the work of gardening and documentation under the agreement dated 1-12-1998. The engagement of the contractor was approved by the Government of India and in the meantime the contract work of Shri M.K. Tripathy has come to an end since 30-4-2000 and there is no scope to continue his contract as well. The 1st Party-Management has prayed to answer the reference in their favour.

4. On the above pleading of the parties the following issues have been settled

ISSUES

1. Whether there is any relationship between the employer and the worker?
 2. Whether the reference is maintainable?
 3. Whether the termination of service of Shri P. K. Gochhayat is justified?
 4. To what relief the workman is entitled?

On behalf of the 2nd Party-Workman two witnesses were examined and 12 documents have been exhibited. The 1st Party-Management had adduced no oral evidence but exhibited one document. The 2nd Party remained absent inspite of giving several adjournments when the case was posted for hearing of argument.

FINDINGS

ISSUE No. I

6. The workman who was been examined as Witness No. 1 in Paragraph-12 of the cross examination has admitted that, he has not received any order of appointment from the 1st Party-Management so also any termination order. He has further admitted that, his name was not sponsored by the employment exchange nor he had faced any selection

process. The Ext.-1 produced on behalf of the 2nd Party is stated to be the copy of the attendance register maintained by the 1st Party-Management, which has been disputed by the 1st Party-Management. On the other hand, the 1st Party-Management has filed Ext.-A stated to be the attendance register wherein the signature of the 2nd party does not appear. Ext. 2, 2/1, 2/2 reveals that, the 2nd party got some amount for doing the printing of documents. Ext. 3 is the certificate granted by the Branch Manager, Gestetner Company who certified that, he taken the training. Ext.-4 is a certificate granted by Shri M.K. Tripathy stated to be a contractor which discloses that, he had engaged the 2nd Party to carry out the documentation and gardening work and he has stated that he got the job on contract basis. Ext-5 is the letter of the Government directing for discontinuance of contract labourer for cleaning and security purposes. Ext-6 is the letter addressed to the 2nd Party to the 1st Party-Management for his illegal disengagement. Ext-7 is the letter signed by the President of the Union on behalf of the 2nd Party to the Asstt. Labour Commissioner (Central) Ext.-8 reveals that, the 2nd Party had worked from 23-6-1995. Ext.-9 is the copy of the letter of the 2nd Party addressed to the A.L.C.(Central). Ext.-10 is the application filed on behalf of the 2nd Party. Ext.-11 is the letter addressed by the A.L.C.(Central) to the C.G.M., Telecom. All the above documents do not reveals that, the 2nd Party was appointed by the 1st Party-Management after due selection. Moreover, the 2nd Party has failed to prove that he had worked for 240 days in a calendar year. It may be stated here that, when the case was posted for argument, the 2nd Party remained absent and did not care to place his case before the Tribunal. The initial burden lies on him to prove that, he was engaged by the 1st Party-Management and that, he had worked for 240 days in a calendar year and that he had received the payments for those days . If that is proved then it can be said that, he was a workman under the 1st Party-Management.

In other words there exists the relationship employer and employee between the parties. But in my opinion, the 2nd Party has failed to place materials to prove his case. So, the Issue No. I is answered accordingly.

ISSUE No. III

7. I have taken this Issue for convenient sake. In my previous paragraphs, I have recorded a finding that, there was no relationship of employer and employee between the parties. When there is no appointment, the question of termination does not arise. The 2nd Party has produced the documents, which reveals that, he was engaged by a Contractor. So, that would suggest that, he was working under the contractor but not under the 1st Party-Management. The averments of the 1st Party-Management is that, the contract work given to one Shri M.K. Tripathy has come to an end has not been disputed/challenged. So, in that case, the 2nd Party is a contract labourer and he has not been appointed by the 1st Party-Management so the

question of termination does not arise. In that case, it can not be said that, the termination of the 2nd Party is illegal.

ISSUE No. II

8. As regards maintainability of the reference when I have come to a conclusion that, there is no relationship of employer and employee between the parties, the reference made under Industrial Disputes Act would not be maintainable.

ISSUE No. IV

9. In view of my findings given in respect of Issue No. I, III and II the 2nd party—Workman is not entitled for any relief.

10. Reference is answered accordingly.

Dictated & Corrected by me.

S.K.DHAL, Presiding Officer

**BEFORE THE C.G.I.T.-CUM-LABOUR COURT:
BHUBANESWAR**

Tr. I.D. Case No. 358/2001

List of the Witnesses Examined on behalf of the 2nd Party-Workmen :

W.W.1. Shri Pabitra Kumar Gochhayat, the workman himself.

W.W. 2. Shri Rajendra Kumar Behera.

List of the Witnesses Examined on behalf of the 1st Party-Management :

No Witness has been examined on behalf of the 1st Party-Management.

List of Documents exhibited on behalf of the 2nd Party-Workman :

- Ext.-1. Copy of the Attendance Register.
- Ext.-2. Copy of the receipts of the payment.
- Ext.-2/1. Copy of the receipts of the payment.
- Ext.-2/2. Copy of the receipts of the payment.
- Ext.-3. Copy of certificate issued by B.M., Gestener India Ltd. Bhubaneshwar.
- Ext.-4. Copy of the certificate given by one Shri M. K. Tripathy, Contractor.
- Ext.-5. Copy of the order passed by the Deptt. of Telecommunication regarding engagement of casual labourers.
- Ext.-6. Copy of representation, dated 24-8-1999 to the RTTC, Bhubaneswar.
- Ext.-7. Copy of the application submitted to the A.L.C. (Central) through Shri K.C. Rout, President of the Union on 16-9-1999.
- Ext.-8. Copy of list showing worked as Mazdoor on 23-6-1995.
- Ext.-9. Copy of application to the A.L.C.(C), Bhubaneswar for raising dispute.

- Ext.-10. Copy of application submitted before the ALC(C) by the President of the Union.
- Ext.-11. Copy of the letter of ALC(C) addressed to the C.G.M., Telecom with a copy to the President of the Union.
- Ext.-12. Copy of Duty chart showing worked on a particular date.

List of Documents exhibited on behalf of the 1st Party-Management :

Ext.-A. Attendance register from 4/1995 to 3/1997.

नई दिल्ली, 19 अगस्त, 2003

का.आ. 2609.—ऑर्डोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जैट एयरवेज लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑर्डोगिक विवाद में केन्द्रीय सरकार ऑर्डोगिक अधिकरण II, मुम्बई के पंचाट (संदर्भ संख्या 14/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2003 को प्राप्त हुआ था।

[सं. एल-11012/62/99-आईआर(सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 19th August, 2003

S.O. 2609.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14/2000) of the Central Government Industrial Tribunal-II Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jet Airways Ltd. and their workman, which was received by the Central Government on 18-8-2003.

[No.L-11012/62/99-IR(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

PRESENT :

S.N. SAUNDANKAR : Presiding Officer.

Reference No. CGIT-2/14 of 2000.

**EMPLOYERS IN RELATION TO THE MANAGEMENT
OF M/S. JET AIRWAYS LTD., MUMBAI**

The General Manager (HR),
Jet Airways,
S.M. Centre,
Andheri-Kurla Road,
Andheri. (East)
Mumbai-400 059.

I/

Their Workman

Shri Amrit Melant,

Beena, Flat No. 5,
Guru Ganeshwar Road,
Khar (West),
Mumbai-400 052.

APPEARANCES:

For the Employer : Mr. Abhay Kulkarni,
Advocate.

For the Workmen : Mr. Haresh Shivedasani,
Advocate.

Mumbai, dated 25th June, 2003.

AWARD

PART-I

The Government of India, Ministry of Labour by its Order No. L-11012/62/99/IR(C-I) dated 4-2-2000 in exercise of the powers conferred by clause (d) of sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Jet Airways Ltd., Mumbai in terminating the services of the workman, Mr. Amrit Melant w.e.f. 24-2-1999 is justified. If not, what relief the workman, Shri Amrit Melant is entitled to?"

2. Workman Melant was engaged as Flight Steward in the Jet Airways Company, Mumbai on 26th January, 1996. Vide Statement of Claim (Exhibit-6) workman contended that he was diligent in his work, he was confirmed from 22-6-1996 and that his record was note-worthy and that he had desire to appear for G-Mat examination in Hong Kong which is a computer adoptive test and was scheduled to be held in 9-4-1998. It is pleaded since workman was sincere worker and as he was cordial with all he was orally consented to appear for examination and consequently he had applied for leave from 8-4-1998. It is contended on giving application for leave from 8-4-1998 he went to Hong Kong however he had to get extended leave due to his sickness from 28th May, 1998 and that for want of communication his leave was not sanctioned that his absence from 9th April, 1998 was objected and that day he was given show cause notice alleging he had failed to report for duty within the prescribed period i.e. till 24-7-1998. It is contended on returning from Hong Kong he had gone in the company to resume duty on 24-7-1998, however his signature was demanded on the blank paper which was termination letter which he had refused and later-on he was issued charge-sheet dated 24th July, 1998 alleging that he remained absent without leave for more than 10 consecutive days thereby committed misconduct which he had replied on 19th August, 1998. It is contended that domestic inquiry conducted against him was against the principles of natural justice and fair play in as much as he was asked with malafide intention to take refresher course thereby deprived him from contacting his defence, he was not given wages and allowance and that his evidence was recorded behind his back. It is further contended that

workman was denied permission to engage defence representative of his choice and that documents were furnished to him at the last moment and thereby prejudice had caused to him. It is contended that Inquiry Officer was totally biased to him and without considering the fact of communication gap, the Inquiry Officer held that his absence was unauthorised and that he disobeyed the orders of the superiors. It is contended findings of the Inquiry Officer since not based on the evidence on record, are perverse and consequently inquiry vitiates. It is contended Disciplinary Authority based on the report of Inquiry Officer illegally terminated the workman from 24-2-1999 and the same being unjustified the management be directed to reinstate him with full back wages.

3. Management company resisted the claim of workman by filing Written Statement (Exhibit-8) contending that workman was Flight Steward and that inspite of complete ban on Privileged Leave he proceeded on leave for a period of 108 days from April, 1998 to June, 1998, against the instructions of the management putting the company in loss. It is pleaded that workman remained unauthorisedly absent since examination which he desired to appear is held every three months and he could have appeared for the said examination after absolute embargo on the Privileged Leave is lifted. It is pleaded that workman was made fully aware that due to exigency of work his availability for duties is absolutely necessary and consequently his application was rejected and despite that, he proceeded on leave disregarding the management's instructions which amount to misconduct and therefore domestic inquiry was conducted against him. It is pleaded that Inquiry Officer giving sufficient opportunity and all documents conducting the inquiry found the workman guilty. It is contended inquiry being fair and proper and the findings not perverse, workman's claim being devoid of substance, be dismissed with costs in limine.

4. By rejoinder (Exhibit-10) workman reiterated the recitals in the Claim Statement denying the averments in the Written Statement.

5. On the basis of pleadings issues were framed at Exhibit-13 and in the context of preliminary issues workman Melant filed affidavit in lieu of Examination in Chief (Exhibit-16) and the General Secretary Mr. Deodhar (Exhibit-21) and closed oral evidence vide purshis (Exhibit-23/29). Management company however did not lead oral evidence vide purshis (Exhibit-30).

6. Workman filed written submissions (Exhibit-31). On hearing both the counsels and perusing the record, I record my findings on the issues for the reasons mentioned below :

Issues	Findings
1. Whether the domestic inquiry held against the workman was as per the Principles of Natural Justice?	Yes

2. Whether the findings of the Inquiry Officer are perverse? No.

REASONS

7. So far domestic inquiry is concerned, Their Lordships of the Apex Court in Sur Enamel and Stamping Works V/s. Their Workmen 1963 II LLJ SCC pg. 367 ruled that enquiry cannot be said to have been properly held unless :

- (1) the employee proceeded against has been informed clearly of the charges levelled against him.
- (2) the witnesses are examined-ordinarily in the presence of the employee in respect of the charges.
- (3) the employee is given a fair opportunity to cross examine the witnesses.
- (4) he is given a fair opportunity to examine witnesses including himself in his defence if he so wishes on any relevant matter, and
- (5) the Inquiry Officer records his findings with reasons for the same in his report.

8. According to the workman the inquiry was conducted behind his back, documents were furnished only at the last moment and that he was denied to engage defence representative of his choice and that he was asked to take refresher course during the inquiry to prevent him from conducting his defence and that he was not paid wages and allowances to meet his expenses and thereby prejudice had caused to him and hence inquiry vitiates. So far copies of documents are concerned, workman admits in his cross-examination para 21 that company had supplied him the relevant documents and so far recording of proceedings is concerned, he admits inquiry proceedings (Exhibit-12) bear his signatures. So far charges are concerned he admits in cross-examination para 19 that the charges levelled against him were read out to him and his say was sought on that. The General Secretary Mr. Deodhar in his cross-examination para 5 clearly admitted that workman had authorised him to represent the inquiry against him. These admissions go to show that workman was allowed to engage Defence Representative of his choice and proceedings were recorded in their presence and that copy of relevant documents were supplied.

9. Charge against the workman was simplicitor of unauthorised absenteeism from April, 1998 to June, 1998. Workman who is Bachelor of Hotel Management well versed with the proceedings, admitted he understood the charge though not replied. Had he faced any difficulty he would have complained to that effect to Inquiry Officer however that is wanting. On perusal the inquiry proceedings filed with list (Exhibit-12) which admittedly bear signatures of workman it is seen charge was simple and unambiguous. Workman admittedly did not attend the inquiry proceedings on 4-8-1998, 19-8-1998 to 2-9-1998. It was held giving long

rope. He was allowed to engage co-worker as Defence Representative. It is not that enquiry was done with haste. It is therefore apparent that sufficient opportunity was given to the workman. No tailor made procedure is laid down for holding domestic inquiry. What is relevant is whether the procedure adopted by the appropriate authority is in accordance with law and whether the authority has acted in good faith. Whether prejudice is caused to the workman is to be looked at from the angle of justice or of natural justice. The objective of principles of natural justice is to ensure that justice is done. Justice means justice between both parties. The interests of justice demands that the guilty should be punished and that technicalities and irregularities which do not occasion failure of justice are not allowed to defeat the ends of justice. Principles of Natural justice are but means to achieve the ends of justice. They cannot be perverted to achieve the very opposite end as observed by the Hon'ble Supreme Court in State Bank of Patiala V/s. S. K. Sharma reported in 1996 II CLR pg. 29. On perusal the inquiry proceedings (Exhibit-12) in the light of the evidence and observation in the case referred supra, hardly can be said that prejudice had caused to the workman on any count. Consequently inquiry can be said to be conducted as per the principles of natural justice and fair play.

10. So far the findings according to the workman are perverse as concerned, 'perversity' is that when the findings are such which no reasonable person would have arrived at on the basis of material before him as pointed out by the Hon'ble Apex Court in Central Bank of India V/s. Prakash Chand Jain reported in 1969 II LLJ 877. On perusal of the inquiry proceedings it is apparent that the findings in connection with absence are recorded on the basis of documents and evidence and consequently not at all perverse. Issues are therefore answered accordingly and hence the order :

ORDER

The domestic inquiry conducted against the workman was as per the principles of natural justice.

The findings of the Inquiry Officer are not perverse.

S. N. SAUNDANKAR, Presiding Officer
नई दिल्ली, 22 अगस्त, 2003

क्रा.आ. 2610.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं बी० एस० एम० डी० सी० लि० के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं० 1 के पंचाट (संदर्भ संख्या 22/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2003 को प्राप्त हुआ था।

[सं० एल- 29012/56/94 आईआर(विविध)
बी० एम० डेविड, अवर सचिव]

New Delhi, the 22nd August, 2003

S.O. 2610.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/95) of the Central Government Industrial Tribunal-cum-Labour Dhanbad No. 1 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.S.M.D.C. Ltd. and their workman, which was received by the Central Government on 18-8-2003.

[No. L-29012/56/94-IR (M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I DHANBAD

In the matter of a reference U/s. 10(1) (d) (2A) of ID. Act.

Reference No. 22 of 1995

Parties : Employers in relation to the Management of B.S.M.D. Ltd.

AND

Their Workman

Present :

SHRI S. H. KAZMI, Presiding Officer

Appearances :

For the Employers	:	Shri H. Nath, Advocate.
For the Workman	:	Shri R. N. Ganguly, Advocate

State : Bihar Industry : Mineral

Dated, the 5th August, 2003

AWARD

By Order No. L-29012/56/94-IR(Misc.) dated 10-2-1995 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

अनुसूची

"क्या प्रबंधन बी० एस० डी० द्वारा 19 मजदूरों को स्थानान्तरण की आड़ में नौकरी से निकाल देना एवं उन्हें कार्य पर वापस लेने से इंकार करना कहाँ तक बाजिव एवं न्यायप्रद है। अगर नहीं तो कर्मकार किस अनुतोष के हकदार हैं ?"

2. It appears from the record that right from the inception i.e. from the year 1995 this case remained pending for filing of written statement on behalf of the workman whereas in the order of reference itself it stands clearly mentioned that the same is to be filed within 15 days from the date of receipt of the reference order. Several

adjournments were granted to the workman/union to take necessary steps as required but even then when no any significant development could take place then ultimately on 11-9-2002 the order was passed, after taking into account all the past developments, regarding final disposal of this case. Subsequent to that on 11-12-2002 one petition was filed on behalf of the workman/union to set aside the 'no dispute award' or for re-calling the order passed earlier regarding final disposal of the case. Arguments we heard upon that petition and finally on 19-5-2003 one more indulgence was granted to the workman by re-calling the earlier order by which 'no dispute award' was passed. Time was granted to the workman to file written statement. Even thereafter despite adjournment being taken the written statement was not filed and position as it exists till to-day is that this reference of the year 1995 is still pending for filing written statement on behalf of the workman. Sri Ganguly submits that he has not received any instruction from the side of the workman and as such this Tribunal is at liberty to pass any order which it deems fit and proper. Taking into account the past development, it is evident that the concerned workman for the reason best known to him is not at all interested in pursuing the present dispute or case and so in such event it is absolutely unnecessary to allow this case to remain pending any longer.

This case, as such, stands finally disposed of.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 22 अगस्त, 2003

का०आ० 2611.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं गोगते मिनरल्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुंबई नं० 2 के पंचाट (संदर्भ संख्या 67/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-2003 को प्राप्त हुआ था।

[सं० एल- 29011/59/98-आईआर(विविध)]
बी० एम० डेविड, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2611.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/99) of the Central Government Industrial Tribunal -cum-Labour Court Mumbai No. 2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Gogte Minerals and their workman, which was received by the Central Government on 22-8-2003.

[No. L-29011/59/98-IR (M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present

SHRI S. N. SAUNDANKAR, Presiding Officer

REFERENCE NO. CGIT-2/67 OF 1999

EMPLOYERS IN RELATION TO THE MANAGEMENT OF M/s. GOGTE MINERALS

The Managing Partner,
M/s. Gogte Minerals,
146, Tilakwadi,
Belgaum-590006.

Versus

Their Workmen

The President,
Mauli Khan Kamgar Sanghatana.
Vengurla, Redi,
Sindhudurg-416517.

Appearances :

For the Employer : Mr. V. P. Vaidya,
Advocate.

For the Workman : Mr. Madan Bhadra,
Advocate.
: Camp : Goa,

Dated, the 8th July, 2003.

AWARD

The Government of India, Ministry of Labour by its Order No. L-29011/59/98-IR (M) dated 16-3-1999 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(a) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Gogte Minerals in closing their mines and retrenching workmen without obtaining the permission of the Government is justified ? If not, to what relief the workmen are entitled ?"

2. Vide Statement of Claim (Exhibit-7) union averred that the management M/s. Gogte Minerals without obtaining the permission of the Government closed their mines, retrenching the workmen illegally, therefore, the employer be directed to open the undertaking and reinstate the workmen with continuity in service and back wages.

3. Management resisted the claim of union by filing Written Statement (Exhibit-9). On perusing the record it is seen, my Learned Predecessor framed issues (Exhibit-12) on the basis of the pleadings and when the matter was fixed for hearing both the parties vide purhis (Exhibit-40) pointed out that the dispute is settled amicably on 14-3-2003, and therefore, the same be disposed of. Since the dispute settled following order is passed :

ORDER

Reference stands disposed of as settled vide deed dated 14-3-2003 enclosed with list (Exhibit-40).

S. N. SAUNDANKAR, Presiding Officer

EX. NO. 40

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, AT
MUMBAI**

REFERENCE NO. CGIT-2/67 OF 1999

BETWEEN

M/s. Gogte Minerals

AND

The Workmen employed in it

May it Please the Hon'ble Tribunal.

The Parties to the above Reference have reached a settlement dated 14th March of the Industrial Dispute in the above Reference which is recorded in writing.

The Parties desire that an Award be made in terms of the settlement for which requisite number of copies are being enclosed herewith.

It is therefore, prayed that this Hon'ble Central Government Industrial Tribunal be pleased to make an Award in terms of the settlement so far as the terms relate to the subject matter of this Reference. The rest of the issues which are co-related to each other be treated as a settlement of the dispute between the parties outside the Court and oblige.

Redi, Dated 8th May/July, 2003.

For Gogte Minerals For Workmen

Mauli Khan Kamgar Sanghatana

Sd/-

Sd/-

Illegible

Illegible

Partner

President

Sd/-

Sd/-

Illegible

Illegible

Advocate

Madan Phadnis.

Senior Advocate.

MEMORANDUM OF SETTLEMENT

BETWEEN

1. Messrs GOGTE MINERALS

2. Messrs CENTRAL MINING AND TRADING SYNDICATE

3. Messrs KONKAN CONTRACTOR AND GENERAL RESEARCH AND DEVELOPMENT CORPORATION

AND

4. MAULI KHAN KAMGAR SANGHTANA

5. BANDAR KHAN KAMGAR KARKHANE ANI VAHATUK KAMGAR UNION

AND

6. SOCIEDADE DE FOMENTO INDUSTIRAL PRIVATE LIMITED

MEMORANDUM OF SETTLEMENT

THIS AGREEMENT is entered into and executed at Redi on this 14th day of March, 2003 between

1. Messrs GOGTE MINERALS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its Place of Business at 146, Tilakwadi, Belgaum 590006, represented herein by its PARTNER SHRI ARVIND B. GOGTE;

2. Messrs CENTRAL MINING AND TRADING SYNDICATE, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its Place of Business at 146, Tilakwadi, Belgaum 590006, represented herein by its PARTNER SHRI ARVIND B. GOGTE;

3. Messrs KONKAN CONTRACTOR AND GENERAL RESEARCH AND DEVELOPMENT CORPORATION, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its Place of Business at 146, Tilakwadi, Belgaum 590006, represented herein by its PARTNER SHRI ARVIND B. GOGTE;

hereinafter referred to as the "FIRST PARTY", ON THE FIRST PART

AND

4. MAULI KHAN KAMGAR SANGHTANA, a Trade Union having its Office at Redi, Maharashtra State;

5. BANDAR KHAN KAMGAR KARKHANE ANI VAHATUK KAMGAR UNION, a Trade Union having its Office at Redi, Maharashtra State;

representing the workmen of the FIRST PARTY, hereinafter referred to as the "SECOND PARTY", on the SECOND PART

AND

6. SOCIEDADE DE FOMENTO INDUSTIRAL PRIVATE LIMITED, a company registered under the Companies Act, 1956, having its

Registered Office at Villa Flores da Silva, Erasmo Carvalho Street, Margao, Goa-403601,
hereinafter referred to as the "THIRD PARTY", on the THIRD PART

WHEREAS :

1. THE FIRST PARTY is the lessee in respect of iron ore mines at Redi in Maharashtra State.
2. On account of the closure of the said mines, the FIRST PARTY and the SECOND PARTY had signed and executed a Memorandum of Settlement on 28th October 1996 (hereinafter referred to as the "28-10-1996 MOS") before the Asst. Labour Commissioner (C), Vasco-Da-Gama, (Goa), under which a Voluntary Retirement Scheme (hereinafter referred to as the "VRS") was accepted by the workmen of Redi mines of the FIRST PARTY, which was however not implemented.
3. On account of non-implementation of the 28-10-1996 MOS, a further dispute arose regarding illegality of the closure of the mines which is presently pending before the Central Industrial Tribunal No. 2 at Mumbai bearing Reference No. CGIT No. 2/67/1999.
4. Prior to the closure of the mines, the mines were locked out for a period of around 13 to 18 months after dismissal of 57 workmen. Two disputes therefore arose, both of which were referred to adjudication to the Central Industrial Tribunal No. 2 at Mumbai, Viz. dispute relating to lockout (bearing No. CGIT No. 2/62 of 1993) and dispute relating to dismissal of the 57 workmen (bearing No. CGIT No. 2/23 of 1993).
5. The Central Industrial Tribunal gave Awards in 1997 in the aforesaid disputes bearing CGIT No. 2/62/1993 and CGIT No. 2/23/1993 against which both the FIRST PARTY and the SECOND PARTY filed Writ Petitions in the Bombay High Court at Bombay (Appellate Side) being Writ Petition Nos. 352/1998 and 546/1998 (filed by the First Party) and Writ Petitions Nos. 1344/1999 and 1337/1998 (filed by the SECOND PARTY), all of which are pending final disposal in the Bombay High Court.
6. In the aforesaid Writ Petition No. 546/1998 filed against the Order passed by the Central Industrial Tribunal in the dispute relating to the lockout, the FIRST PARTY was directed to deposit the amount due to the workmen under the concerned Award and pursuant to the said direction the FIRST PARTY has deposited a sum of Rs. 14.60 lakhs in the Bombay High Court towards wages for the lockout period, only in respect of permanent workmen.
7. The THIRD PARTY is proposing to enter into a agreement with party No. 1 herein by which the THIRD PARTY is proposing to purchase on a long term basis, the or that will be produced from the mining leases of party No. 1 to meet its exports commitments. Requisite Government sanction is being obtained from the State Government of Maharashtra for entering into such an arrangement.
8. To ensure that the export commitments of the THIRD PARTY are met, it is imperative that there is continuous, uninterrupted and unobstructed supply of ore from the mining leases of Party No. 1, for which there must be a conducive work atmosphere at the mining leases of Party No. 1 between the workmen of the FIRST PARTY and the FIRST PARTY.
9. To ensure that there is such a conducive atmosphere, the THIRD PARTY has suggested to the FIRST PARTY and SECOND PARTY that they should resolve the disputes regarding closure of the mines by agreeing to accept the terms of the 28-10-1996 MOS with additional amount by way of interest and further by also resolving the issue of the 57 dismissed workmen who have been reinstated by the Central Industrial Tribunal by treating the said 57 workmen as having been reterminated effective from 31-12-2002 and on the same terms and conditions regarding payment of compensation on the basis of which the other workmen were agreed to be compensated for closure under the 28-10-1996 MOS, which suggestion has been accepted by the FIRST PARTY and the SECOND PARTY.
10. The THIRD PARTY has agreed to sign and execute this indenture solely with a view to facilitate the payment of the sums payable under the VRS embodied in the 28-10-1996 MOS and the interest to be paid thereon and the other dues payable by the FIRST PARTY to its workmen as detailed hereunder less the amount which the FIRST PARTY has directly paid to some of the workmen, which proposal was acceptable to the FIRST PARTY and the SECOND PARTY.

NOW THEREFORE THE PARTIES HERETO AGREE AS UNDER :

- 1.1 The reference to "workmen" in this indenture refers to : (a) the 380 workmen of the FIRST PARTY who are covered under the 28-10-1996 MOS and (b) the 57 workmen referred to in Recital No. 4 who were reinstated by Party No. 1 as per the award dated 27-8-97 of the CGIT. Wherever required, the aforesaid 57 workmen are hereinafter referred to as "the 57 workmen".

1.2 The trade unions comprising the SECOND PARTY represent the workmen (including the 57 workmen).

2.1 The total amount payable under the VRS as embodied in the 28-10-1996 MOS is Rs. 2,55,59,713.75 (computed upto 31-12-2002).

2.2 The FIRST PARTY hereby agrees to pay to the 57 workmen, as and by way of VRS and on the same terms as contained in the VRS embodied in the 28-10-1996 MOS, an aggregate sum of Rs. 80,32,367.21 (inclusive of VDA difference, Bonus from 1999 to 2002, and computed upto 31-12-2002).

2.3 In addition to the amount payable under the VRS embodied in the 28-10-1996 MOS and the sum payable to the 57 workmen as stated in clause 2.2 above, a sum of Rs. 25,72,039.53 is payable to the permanent workmen of the FIRST PARTY towards salary for lock-out period, as per the Award of the Central Government Industrial Tribunal with interest thereon.

2.4 In addition to the amounts stated in Clauses 2.1, 2.2 and 2.3 above, a sum of Rs. 2,29,590.00 is payable to workmen employed by the FIRST PARTY, towards salary for the period September, 1991 to May, 1991 and for compensation.

3.1 The SECOND PARTY admits that out of the amount of Rs. 2,55,59,713.75 payable as stated in Clause 2.1 above, an aggregate sum of Rs. 21,18,705.75 has already been received by the workmen covered under the 28-10-1996 MOS, viz. :

From the FIRST PARTY Rs. 11,80,704.90

From the SECOND PARTY Rs. 9,38,000.00

3.2 The SECOND PARTY admits that out of the amount of Rs. 80,32,367.21 payable as stated in Clause 2.2 above, a sum of Rs. 7,120/- has been received from the FIRST PARTY and a sum of Rs. 1,30,000/- has been received from the THIRD PARTY.

4.1.1 It is further agreed that the FIRST PARTY, after giving due credit to the amounts paid as enumerated in Clause 3.1 above, shall pay interest @ 10% per annum for the period 1-1-1997 to 31-12-2002 or upto such date till the first instalment is paid. The FIRST PARTY shall pay a sum of Rs. 3,80,68,412.80 which is computed as under :

Sum stated in Clause 2.1 Rs. 2,55,59,713.75

Less: Paid by FIRST PARTY
as stated in Clause 3.1 Rs. 11,80,705.75

Add: Interest 10% for five
years Rs. 1,46,27,404.80

1-1-1997 to 31-12-2002 Rs. 3,90,06,412.80

Less: Paid by THIRD PARTY
as stated in Clause 3.1 Rs. 9,38,000.00

 Rs. 3,80,68,412.80

4.1.2 After giving due credit to the amounts paid as enumerated in Clause 3.2, a sum of Rs. 79,26,019.00 is due and payable which is computed as under :

Sum stated in Clause 2.2	Rs.	80,32,367.21
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<u>Less:</u> Paid by FIRST PARTY as stated in Clause 3.2	Rs.	7,120.00
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	Rs.	80,25,247.21
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<u>Less:</u> Paid by THIRD PARTY as stated in Clause 3.2	Rs.	1,30,000.00
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	Rs.	78,95,247.21
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4.2.1 Within 60 days of the Award being passed as provided in Clause 13 below or within 60 days from the date of government sanction as stated in Recital No. 7 is obtained, whichever is LATER, an initial payment of not less than Rs. 71,40,000/- shall be made to the workmen as provided in Clause 4.2.2. Such sum of Rs. 71,40,000/- shall include the sum of Rs. 14,60,000/- which has been deposited by the FIRST PARTY in Writ Petition No. 546/1998 as stated in Recital No. 6 above along with all interest accrued thereon. Such sum and interest shall be withdrawn from the High Court. The amount so collected from the High Court shall be made available to the THIRD PARTY for payment as aforesaid. The FIRST PARTY and SECOND PARTY shall jointly request the Registrar of the Bombay High Court (Appellate side) to issue the cheque for the aforesaid sum and interest in the name of the THIRD PARTY to facilitate payment. The sum of Rs. 71,40,000/- shall be disbursed by the THIRD PARTY only after receipt of the sum of Rs. 14.60 lakhs and interest from the FIRST PARTY as aforesaid.

4.2.2 The sum of Rs. 71,40,000/- (hereinafter called the "First Instalment") shall be disbursed among the individual workmen as follows :

(a) The workmen have directed and instructed that a sum of Rs. 2,50,000/- (Rupees two lakhs fifty thousand only) be paid to Shri Madan G. Phadnis, Advocate, High Court, Mumbai. Accordingly, the THIRD PARTY shall effect payment to the said Shri Madan G. Phadnis, Advocate, High Court, Mumbai and such payment shall constitute payment of portion of the First Instalment to the FIRST PARTY.

(b) Rs. 3,000/- (Rupees three thousand only) to each of the 57 workmen listed in Annexure "E" hereto, who constitute those workmen who have been paid some amounts earlier by the FIRST PARTY under the terms of the 28-10-1996 MOS.

(c) Balance Rs. 67,19,000/- of Rs. 71,40,000/- to be paid to the other 323 workmen in the same proportion as the sums individually receivable by them, which workmen constitute those workmen who have not been paid any amounts

by the FIRST PARTY under the terms of the 28-10-1996 MOS.

4.2.3 The workmen have requested the THIRD PARTY that in addition to the First Instalment and simultaneously with the payment of the First Instalment, a further sum of Rs. 2,50,000/- (Rupees two lakhs fifty thousand only) be paid to the aforesaid Shri Madan G. Phadnis, Advocate, High Court, Mumbai, which sum shall be recoverable from the workmen as provided in Clause 5.2 hereinafter.

4.3 The amounts payable to individual workmen of the sums stated in Clauses 4.1.1, 4.1.2, 2.3 and 2.4 are set out in Annexures "A", "B", "C" and "D", respectively.

5.1 All sums to individual workmen enumerated in "Annexures A", "B", "C" and "D", hereto shall be paid by individual cheques, in the proportion of the amounts receivable by them as set out in the respective annexures along with simple interest @ 8.5% per annum from the day next after payment of the first instalment and till full payment is made to each worker and shall be computed on reducing balance method.

5.2 The balance payment stipulated in Clause 5.1 shall be paid by the THIRD PARTY at the rate of Rs. 40/- per Dry Metric Ton of Iron Ore produced from the Redi Mines of Party No. 1 and which is shipped for export/sold domestically by the THIRD PARTY, however after deducting the sum of Rs. 2,50,000/- as provided in Clause 4.2.3 above, i.e. the amount which shall be disbursed to the individual workmen in terms of Clause 5.1 shall be the amount payable at the rate of Rs. 40/- per Dry Metric less the aforesaid sum of Rs. 2,50,000/-.

5.3 For the purpose of computation of tonnage as provided in Clause 5.2, notarized photo-copies of the bill of lading/seaway bill (in case of exports) or invoice (in case of domestic sales) shall be final, conclusive and binding on all the parties hereto.

5.4 The amount stipulated in Clause 5.2 above shall be computed once a year around July and shall be paid within seven days from such computation in the same manner as stated in Clause 4.4.

6. The methodology of payment provided herein shall be in lieu of and shall supersede the schedule of payment mentioned provided in the 28-10-1996 MOS.

7. That if tax is payable by an individual workman on his individual entitlement from and on the sums stated in Clauses 4.1.1, 4.1.2, 2.3 and 2.4, it will be calculated only on the basis that the day of payment shall be treated as accruing liability day and the THIRD PARTY shall deduct tax at source on all payments made hereunder and shall pay such deducted tax to the government on behalf of the FIRST PARTY who shall issue the relevant Tax Deducted at Source Certificates.

8. Upon the execution of this indenture, Clause 5 of the 28-10-1996 MOS shall stand deleted. However, if any new workmen are required to be engaged at the Mines of Party No. 1, it is agreed that around 40% of such new workmen would be employed from out of the workmen covered by XD under this indenture and 20% of such new workmen would be employed from out of the local villagers, purely on merit basis. However, the choice of individual persons for employment and the terms and conditions of employment of such persons shall be exclusively that stipulated by the THIRD PARTY or by the contractor who will carry out the mining operations on behalf of the THIRD PARTY.

9. The workmen and the SECOND PARTY hereby agree and undertake unto the THIRD PARTY that as long as the agreement between the FIRST PARTY and the THIRD PARTY subsists, they shall not cause any let, hindrance, obstruction or any nature whatsoever in the running and working of the mines of Party No. 1 and in the event of breach of this condition, this agreement shall stand terminated forthwith and the THIRD PARTY shall be discharged from effecting payment as provided in this indenture.

10.1 It is hereby expressly agreed and understood that the liability and obligation to pay the amounts enumerated in Clauses 4.1.1, 4.1.2 and 2.3 is solely that of the FIRST PARTY. It is clearly understood that the THIRD PARTY, by virtue of this agreement, is only facilitating the payment due by the FIRST PARTY to the SECOND PARTY as agreed hereunder. Consequently, in the event of the termination for whatever reason of the proposed agreement between Party No. 1 and the THIRD PARTY for purchase of ore from Party No. 1, the obligations of the THIRD PARTY to effect payment hereunder shall likewise stand terminated and the THIRD PARTY shall have no obligation whatsoever to the workmen and the liability to make payments of the balance dues to the workmen shall again revert to the FIRST PARTY.

10.2 It is agreed and expressly understood that in the event, for any reason whatsoever, the payment of the sums enumerated in Clauses 4.1.1, 4.1.2 and 2.3 is not made fully as provided in this indenture, the balance amount payable shall continue to be payable by the FIRST PARTY and the FIRST PARTY shall continue to be liable for such sums.

10.3 In the event stated in Clause 10.2 the FIRST PARTY shall continue to pay the balance amount in the manner provided in this indenture in Clauses 5.1, 5.2 and 5.3.

11. Upon the execution of this indenture and in view of the settlement arrived at hereinabove, it is agreed that the FIRST PARTY and the workmen shall unconditionally withdraw their respective writ petitions enumerated in

Recital No. 5 by filing minutes and by requesting the Bombay High Court to dispose off the proceedings in terms of this settlement with a specific direction in Writ Petition No. 546/1998 that the cheque for the sum of Rs. 14.60 lakhs deposited and for all interest accrued thereon be issued directly to and in the name of the THIRD PARTY, which, by virtue of this settlement, has undertaken to facilitate payment of all dues of the workmen of the FIRST PARTY including the dues accruing in the aforesaid Writ Petition.

12. Subject to Clauses 10.2 and 10.3, it is agreed that all pending issues and disputes between the FIRST PARTY and their workmen have been fully and finally settled, and that there are no claims by the workmen against the management of the FIRST PARTY.

13. It is agreed that the FIRST PARTY and the SECOND PARTY will jointly file this Memorandum of Settlement before the Central Govt., Industrial Tribunal No. II at Mumbai in the matter of reference No. CGIT-2/67 of 1999 and request the tribunal to pass an Award in terms of the settlement contained herein and dispose off the proceedings accordingly.

14. The workmen have directed and instructed that a sum of Rs. 5,00,000/- (Rupees five lakhs only) be paid directly to the SECOND PARTY trade unions as and by way of union donations of the individual workmen to their respective unions. Whenever payment is effected to workmen under the terms of this agreement, a sum not exceeding Rs. 1,00,000/- per annum from the sums payable to each workmen will be deducted and paid directly to the SECOND PARTY trade unions as and by way of the aforesaid union donations. However, such deduction of Rs. 1,00,000/- per annum shall be effected only after the deduction of Rs. 2,50,000/- as provided in Clause 5.2 is effected. However, such payment to the trade unions shall be effected only after the SECOND PARTY trade unions submit a list of their respective members to the THIRD PARTY and such list is duly verified by the FIRST PARTY and intimation that such verification has been duly carried out is duly conveyed by the FIRST PARTY to the THIRD PARTY.

IN WITNESS WHEREOF the parties hereto have signed and executed this settlement at the place and on the date first hereinabove stated.

SIGNED AND EXECUTED BY THE FIRST PARTY

For and on behalf of
M/s. GOGTE MINERALS

(Arvind B. Gogte)
Partner

For and on behalf of

M/s. CENTRAL MINING & TRADING SYNDICATE

Sd/-

(Arvind B. Gogte)
Partner

For and on behalf of
M/s. GENERAL RESEARCH DEV. CORPN.

Sd/-

(Arvind B. Gogte)
Partner

SIGNED AND EXECUTED BY THE SECOND PARTY

REPRESENTING THE WORKMEN

For and on behalf of
MAULIKHAN KAMGAR SANGHATANA

Sd/-

(Sharad A. Sawant)
President

Sd/-

(V. B. Juwalekar)
General Secretary

For and on behalf of
BANDARKHANKAMGARKARKHANE ANI
VAHATUK KAMGAR UNION

Sd/-

(V. S. Bude)
General Secretary

SIGNED AND EXECUTED BY THE THIRD PARTY

For and on behalf of
SOCIEDADE DE FOMENTO INDUSTRIAL PRIVATE
LIMITED.

Sd/-

(Auduth M. Timblo)
Chairman & Managing Director

WITNESSES:

Name : A. S. Kamblu

Name : P. G. Bhobe

Address : Redi

Address : Former, Marefo

416517

REGD. No. 216/2003

(MINES)

As per V.R.S. Agreement 28-10-1996, Gratuity and Leave Wages to be paid to all 380 workers

ANNEXURE—A

13-01-2003

1 GOGTE MINERALS, REDD.

PERMANENT WORKERS

CALCULATION MADE UPTO 31-12-2002

Sr. No.	Name	Appoint- ment date	Total monthly wages/ salary/ wages	Daily wage rate	Compen- sation inclusive of legal days	EL & SL Amount due	Total Amount due	Amount paid by Gogte minerals	Total Interest for 6 years (@ 10%)	Total Advance by fomento in on 2000- 8-9-2002	Advance paid by fomento on 2001	Balance due		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1. Shri D.N. Mayekar	1-6-1981	15	2558.00	98.38	88542.00	22.0	2164.36	90706.36	22824.16	67882.20	40729.32	2000.00	1000.00	105611.52
2. Shri P.O. Bhujang	29-9-1974	22	2413.00	92.81	122509.20	15.0	1392.15	123901.35	123901.35	74340.81	Not paid	1000.00	1000.00	197242.16
3. Shri S.G. Arondekar	7-9-1974	22	2383.00	91.65	120978.00	45.5	4170.08	125148.08	58039.82	67108.26	40264.95	Not paid	1000.00	107373.21
4. Shri P.S. Pendse	14-10-1974	22	2383.00	91.65	120978.00	28.5	2612.03	123590.03	41481.77	82108.26	49264.95	2000.00	1000.00	128373.21
5. Shri S.R. Desai	29-10-1975	21	2336.00	89.85	113211.00	60.0	5391.00	118602.00	42346.00	76256.00	45753.60	2000.00	1000.00	119009.60
6. Shri N.S. Kamat	10-9-1977	19	2277.00	87.58	99841.20	88.0	7070.04	107548.24	31353.64	76194.60	45716.76	2000.00	1000.00	118911.36
7. Shri R.M. Parah	31-5-1981	15	2038.00	78.38	70542.60	62.0	4859.56	75401.56	75401.56	45240.94	2000.00	1000.00	1000.00	117642.50
8. Shri K.L. Morajkar	31-5-1981	15	2541.00	97.73	87957.00	83.0	8111.59	96068.59	28634.39	67434.20	40460.52	2000.00	1000.00	104894.72
9. Shri P.V. Mathkar	15-5-1981	17	2273.00	87.42	89168.40	79.5	6949.89	96118.29	96118.29	57670.97	2000.00	1000.00	150789.26	
10. Shri A.S. Bugade	2-11-1978	18	2057.00	79.12	85449.60	56.0	4430.72	89880.32	89880.32	53928.19	1000.00	1000.00	1000.00	141808.51
11. Shri S.H. Pednekar	15-5-1980	16	2003.00	77.04	73958.40	77.0	5932.08	79890.48	79890.48	47934.29	2000.00	1000.00	1000.00	124824.77
12. Shri Anant A. Shekar	15-5-1980	16	2003.00	77.04	73958.40	56.0	4314.24	78272.64	21648.24	56624.40	33974.64	2000.00	1000.00	87599.04
13. Shri M.G. Gantalkar	15-5-1980	16	2003.00	77.04	73958.40	14.5	1117.08	75075.48	75075.48	45045.29	2000.00	1000.00	1000.00	117120.77
14. Shri K.K. Gosavi	27-10-1972	24	2021.00	77.73	111931.20	57.0	4430.61	116361.81	116361.81	69817.09	2000.00	1000.00	1000.00	183178.90
15. Shri R.I. Redkar	31-5-1974	22	2077.00	79.88	105441.60	62.5	4992.50	110434.10	110434.10	66260.46	2000.00	1000.00	1000.00	174694.56
16. Shri F.S. Montero	1-10-1974	22	2135.00	82.12	108398.40	49.0	4023.88	112422.28	112422.28	67453.37	Not paid	1000.00	1000.00	179875.65
17. Shri A.H. Redkar	31-5-1974	22	2073.00	79.73	105243.60	28.5	2272.31	107515.91	107515.91	64509.54	1000.00	1000.00	1000.00	170025.45
18. Shri H.T. Kadam	31-5-1974	22	2130.00	82.19	111130.80	45.0	3788.55	114919.35	114919.35	68951.61	1000.00	1000.00	1000.00	182870.96

Sr. Name No.	Appoint- ment date of ser- vice	Total monthly salary/ wages	Daily wage rate	Compen- sation & inclusive of legal gratuity	EL & SL Amount due days	Total Amount due days	Amount paid by Gogte minerals	Total Interest for 6 years @ 10%	Total by fomento in years 2000- 8-9-2002 2001	Advance by fomento in years 2000- 8-9-2002	Balance due			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
19. Shri R.S. Rane	30-10-1978	18	2037.00	78.35	84618.00	78.0	6111.30	90729.30	90729.30	54437.58	1000.00	1000.00	143166.88	
20. Shri S.E. Arolkar	7-9-1977	19	2721.00	104.65	119301.00	81.5	8528.98	127829.98	127829.98	76697.99	2000.00	1000.00	201527.96	
21. Shri H.M. Fernandes	26-9-1995		2176.00	83.69		17.0	1422.73	1422.73	1422.73	853.64	2000.00		276.37	
22. Shri S.N. Nagolkar	1-9-1972	24	2021.00	77.73	111931.20	55.0	4275.15	116206.35	116206.35	69723.81	1000.00	1000.00	183930.16	
					TOTAL	207947.40	98997.81	2178045.21	246328.02	1931717.19	115930.31	33000.00	17000.00	-3040747.50
23. Shri A.K. Naik	23-10-1972	24	2021.00	77.73	111931.20	53.5	4158.56	116089.76	116089.76	69653.85	2000.00	1000.00	182743.61	
24. Shri R.J. Kamble	31-5-1981	15	2701.00	103.88	93492.00	90.0	9349.20	102841.20	102841.20	61704.72	2000.00	1000.00	161545.92	
25. Shri J.D. Kerkar	31-5-1981	15	2761.00	106.19	95571.00	90.0	9557.10	105128.10	41857.00	63271.10	37962.66	2000.00	1000.00	98233.76
26. Shri A.Y. Korgaonkar	31-5-1981	15	3496.00	134.46	121014.00	85.0	11429.10	132443.10	132443.10	79465.86	2000.00		209908.96	
27. Shri S.B. Ghorpade	31-5-1981	15	2661.00	102.35	92115.00	55.0	5629.25	97744.25	97744.25	58646.55	2000.00	1000.00	153390.80	
28. Shri K.I. Bastwadi	31-5-1981	15	2783.00	107.04	96336.00	25.0	2676.00	99012.00	99012.00	59407.20	2000.00		156419.20	
29. Shri M.S. Kushnaji	31-5-1981	22	2563.00	98.58	130125.60	86.5	8527.17	138652.77	138652.77	83191.66	2000.00	1000.00	218844.43	
30. Shri M.B. Kamble	31-5-1974	22	2563.00	98.58	130125.60	24.5	2415.21	132540.81	132540.81	79524.49	2000.00	1000.00	209065.30	
31. Shri A.N. Kushnaji	31-5-1974	22	2563.00	98.58	130125.60	37.0	3647.46	133773.06	133773.06	80263.84	2000.00	1000.00	211036.90	
32. Shri A.B. Nandgadkar	20-10-1972	24	2406.00	83.65	133257.60	90.0	8328.60	141586.20	141586.20	84951.72	2000.00	1000.00	223537.92	
33. Shri V.D. Panjikar	20-10-1972	24	2312.00	83.65	128044.80	59.0	5246.28	133291.08	133291.08	79974.65	2000.00	1000.00	210265.73	
34. Shri L.D. Raul	4-9-1979	17	2351.00	90.42	92228.40	68.5	6193.77	98422.17	98422.17	59053.30	2000.00	1000.00	154475.47	
35. Shri S.B. Redkar	15-5-1980	16	2175.00	83.65	80304.00	90.0	7528.50	87832.50	87832.50	52699.50	2000.00	1000.00	137532.00	
36. Shri S.N. Bugade	16-9-1979	17	2175.00	83.65	85323.00	67.0	5604.55	90927.55	90927.55	54556.53	2000.00	1000.00	142484.08	
37. Shri A.Y. Bhagat	4-5-1970	26	2003.00	77.04	120182.40	74.5	5739.48	125921.88	125921.88	75553.13	2000.00	1000.00	198475.01	
38. Shri A.M. Narsule	26-9-1970	26	2125.00	81.73	127498.80	57.5	4699.48	132198.28	132198.28	79318.97	2000.00	1000.00	208517.24	
39. Shri Deo S. Raut	1-9-1970	26	2021.00	77.73	121258.80	90.0	6995.70	128254.50	128254.50	76952.70	2000.00	1000.00	202207.20	
40. Shri G.L. Sutar	6-9-1974	22	2271.00	87.35	115302.00	76.5	6682.28	121984.28	121984.28	73190.57	2000.00	1000.00	192174.84	
41. Shri P.N. Perera	6-9-1974	22	2518.00	96.85	127842.00	82.0	7941.70	135783.70	135783.70	81470.22	2000.00	1000.00	214233.92	

Sr. No.	Name	Appoint- ment date	Total years of ser- vice	Daily wage/ wages	Total monthly salary/ wages	Compen- sation inclusive of legal gratuity	EL & SL Amount due Gays	Total Amount due SL Gays	Amount paid by Gogte minerals	Total Amount for 6 years (@ 10%)	Interest for 6 years (@ 10%)	Total Advance by Fomento in 2001	Advance by paid by Fomento on 8-9-2002	Balance due	
42.	Shri S.M. Deshpande	13-2-1975	21	2186.00	84.08	105940.80	54.5	4582.36	110523.16	21566.52	88356.64	53173.98	2000.00	14033.62	
43.	Shri N.S. Bhosale	31-5-1981	15	3088.00	118.77	106893.00	39.5	4591.42	111584.42	111584.42	66950.65	2000.00	1000.00	175535.06	
44.	Shri U.V. Satoskar	31-5-1981	15	2758.00	106.08	95472.00	67.0	7107.36	102579.36	29382.06	73197.30	43918.38	2000.00	1000.00	114115.68
45.	Shri D.S. Kanyalkar	31-5-1981	15	2598.00	99.92	89928.00	65.5	6544.76	96472.76	27527.96	65944.80	41366.88	2000.00	1000.00	107311.68
46.	Shri M.G. Warkhandekar	31-5-1981	15	2733.00	105.12	94608.00	64.5	6780.24	101388.24	101388.24	60832.94	2000.00	1000.00	159221.18	
47.	Shri L.F. Fernandes	20-9-1979	17	2441.00	93.88	95757.60	42.0	3942.96	99700.56	26574.16	72726.40	43635.84	Not Paid	116362.24	
48.	Shri Joseph D'Cruz	31-5-1981	15	3088.00	118.77	106893.00	43.0	5107.11	112000.11	10000.00	102000.11	61200.07	1000.00	162200.18	
49.	Shri A.N. Kamble	6-9-1974	22	2105.00	80.96	106867.20	80.0	6476.80	113344.00	113344.00	68006.40	2000.00	1000.00	178350.40	
50.	Shri A.G. Manjrekar	6-9-1974	22	2092.00	80.46	106207.20	41.5	3339.09	109546.29	109546.29	65727.77	2000.00	1000.00	172274.06	
51.	Shri U.S. Padwal	1-6-1974	22	2092.00	80.46	106207.20	90.0	7241.40	113448.60	113448.60	68069.16	2000.00	1000.00	178317.76	
52.	Shri S.R. Kamble	1-6-1974	22	2105.00	80.96	106867.20	87.0	7043.52	113910.72	113910.72	68346.43	2000.00	1000.00	179257.15	
						TOTAL	3253719.00	18320639	3438925.39	157307.70	3281617.69	198970.61	57000.00	25000.00	5168588.30
53.	Shri M.P. Redkar	1-11-1978	18	2004.00	77.08	83246.40	78.0	6012.24	89258.64	89258.64	53555.18	2000.00	1000.00	139813.82	
54.	Shri V.B. Kanyalkar	1-6-1974	22	2028.00	78.00	102960.00	65.5	5109.00	108069.00	108069.00	64841.40	2000.00	1000.00	169910.40	
55.	Shri P.Y. Raut	10-5-1970	26	2021.00	77.73	121258.80	74.0	5752.02	127010.82	127010.82	76206.49	2000.00	1000.00	20217.31	
56.	Shri S.N. Kamble	6-9-1974	22	2174.00	83.62	110378.40	88.0	7358.56	117736.96	117736.96	70642.18	2000.00	1000.00	185379.14	
57.	Shri P.G. Parab	6-9-1974	22	2021.00	77.73	102603.60	70.5	5479.97	108083.57	108083.57	64850.14	2000.00	1000.00	169933.70	
58.	Shri L.R. Parulekar	6-9-1974	22	2242.00	86.23	113823.60	50.0	4311.50	118135.10	118135.10	70881.06	2000.00	1000.00	186016.16	
59.	Shri A.S. Kamble	20-9-1980	16	2076.00	79.85	76656.00	49.0	3912.65	80568.65	80568.65	48341.19	2000.00	1000.00	126909.84	
60.	Shri V.V. Chinchanekar	2-4-1977	19	1936.00	74.46	84884.40	38.0	2829.48	87713.88	22933.68	64780.20	38868.12	2000.00	1000.00	100648.32
61.	Shri M.G. Rane	28-10-1975	21	1986.00	76.38	962238.80	22.5	1718.55	97957.35	97957.35	58774.41	2000.00	1000.00	154731.76	
62.	Shri G.S. Kamble	25-10-1975	21	1986.00	76.38	962238.80	18.0	1374.84	97613.64	97613.64	58568.18	2000.00	1000.00	153181.82	
63.	Shri K.I. Mhaskar	11-10-1979	17	2458.00	94.54	96430.80	12.0	1134.48	97565.28	97565.28	58539.17	1000.00	1000.00	155104.45	
64.	Shri H.M. Solkar	1-10-1979	17	2413.00	92.81	94666.20	16.0	1484.96	96151.16	23759.36	72391.80	43435.08	Not Paid	115826.88	

Sr. No.	Name	Appoint- ment date	Total years of ser- vice	Total monthly salary wages	Daily wage rate	Compen- sation & gratuity applicable	EL & SL Amount due of legal days	Total Amount due	Amount paid by Gogte minerals	Total Amount paid by Gogte minerals	Total Interest for 6 years (@ 10% @ 2000- 2001)	Advance by fomento in on 8-9-2002	Balance due		
65.	Shri R.T. Tulaskar	1-10-1979	17	2413.00	92.81	94666.20	16.0	1484.96	96151.16	23759.36	72391.80	43415.08	2000.00	1000.00	112826.88
66.	Shri S.V. Kocharekar	1-10-1979	17	2371.00	91.19	93013.80	8.0	729.52	93743.32	22615.12	71128.20	42676.92	2000.00	1000.00	110805.12
67.	Shri D.S. Tandel	1-10-1979	17	2429.00	93.42	95288.40	14.0	1307.88	96596.28	23728.68	72867.60	43720.56	Not Paid		116588.16
68.	Shri B.R. Redkar	1-10-1979	17	2736.00	105.23	107334.60	15.0	1578.45	108913.05	108913.05	65347.83	Not Paid	1000.00	173460.88	
69.	Shri R.J. Harmalkar	1-6-1996		1800.00	69.23		7.0	484.61	484.61		484.61	290.77	Not Paid	775.38	
				TOTAL	1559688.80	52063.67	1621752.47	116796.20	1504956.27	902973.76	25000.00	11000.00	2371930.02		

2 GOGTE MINERALS, REDI

PERMANENT WORKERS

(CENTRAL MINING & TRADING SYNDICATE)

Sr. No.	Name	Appoint- ment date	Total years of ser- vice	Total monthly salary wages	Daily wage rate	Compen- sation & gratuity applicable	EL & SL Amount due of legal days	Total Amount due	Amount paid by Gogte minerals	Total Amount paid by Gogte minerals	Total Interest for 6 years (@ 10% @ 2000- 2001)	Advance by fomento in on 8-9-2002	Balance due	
70.	Shri S. T. Tendulkar	21-10-1974	22	2383.00	91.65	120978.00	77.0	7057.05	128035.05	128035.05	76821.03	1000.00		203856.08
71.	Shri K. P. Paranjape	2-11-1976	20	2159.00	83.04	99648.00	48.0	3985.92	103633.92	103633.92	62180.35	1000.00	1000.00	163814.27
72.	Shri S.Z. Redkar	1-9-1972	24	2021.00	77.73	111931.20	22.5	1748.93	113680.13	113680.13	68208.08	2000.00	1000.00	178888.20
73.	Shri S. B. Rane	1-9-1972	24	2135.00	82.12	118252.80	90.0	7390.80	125643.60	125643.60	73386.16	2000.00	1000.00	198029.76
74.	Shri B. B. Marjrekar	2-10-1972	24	2135.00	82.12	118252.80	64.0	5255.68	123508.48	123508.48	74105.09	2000.00	1000.00	194613.57
75.	Shri M. L. Redkar	20-11-1974	22	2115.00	81.35	107382.00	41.0	3335.35	110717.35	110717.35	66430.41	2000.00	1000.00	174147.76
76.	Shri H. B. Hukkeri	1-6-1981	15	2526.00	97.15	87435.00	13.0	1262.95	88697.95	88697.95	53218.77	1000.00		140916.72
77.	Shri K. D. Draxi	1-6-1981	15	2563.00	95.58	88722.00	83.0	8182.14	96904.14	96904.14	58142.48	1000.00		154046.62
78.	Shri D. K. Arolkar	11-11-1975	21	2383.00	91.65	115479.00	22.0	2016.30	117495.30	117495.30	52790.40	2000.00	1000.00	137774.40

Sr. No.	Name	Appoint- ment date	Total years of ser- service	Total monthly salary wages	Daily wage rate	Compen- sation inclusive of legal days	EL & SL	Total Amount due	Amount paid by Gogte minerals	Total Amount	Total Interest for 6 years	Advance by fomento in 2000- 2001	Advance paid by fomento on 8-9-2002	Balance due		
79.	Shri S. N. Gadekar	13-10-1973	23	2305.00	88.65	12233.700	7.0	620.55	122957.55	122957.55	73774.53	1000.00	1000.00	194732.08		
80.	Shri C. D. Draxi	19-11-1978	18	2328.00	89.53	96692.40	31.5	2820.20	99512.60	99512.60	59707.56	2000.00	1000.00	156220.15		
81.	Shri D. N. Gadekar	23-10-1972	24	2105.00	80.96	116582.40	57.5	4655.20	121237.60	121237.60	72742.72	1000.00	1000.00	192980.16		
82.	Shri J. J. Fernandes	1-8-1972	24	2021.00	77.73	111931.20	46.0	3575.58	115506.78	115506.78	69304.07	2000.00	1000.00	181810.85		
83.	Shri A. J. Jeral	1-8-1972	24	2021.00	77.73	111931.20	81.0	6296.13	118227.33	118227.33	70936.40	2000.00	1000.00	186163.73		
84.	Shri A. S. Kudav	16-9-1972	24	2021.00	77.73	111931.20	53.5	4158.56	116089.76	116089.76	69653.85	2000.00	1000.00	182743.61		
85.	Shri G. V. Bhagat	20-10-1972	24	2021.00	77.73	111931.20	52.5	4080.83	116012.03	116012.03	30897.67	85114.36	51068.61	2000.00	1000.00	133182.97
86.	Shri T. S. Kerkar	21-9-1973	23	2016.00	77.53	106991.40	90.0	6977.70	113969.10	113969.10	68381.46	2000.00	1000.00	179350.56		
87.	Shri L. S. Redkar	7-12-1973	23	2016.00	77.54	107005.20	56.0	4342.24	111347.44	111347.44	66808.46	2000.00	1000.00	175155.90		
88.	Shri G. A. Kerkar	20-12-1973	23	2016.00	77.54	107005.20	19.0	1473.26	108478.46	108478.46	65087.08	2000.00	1000.00	170565.54		
89.	Shri A. R. Gawade	14-12-1975	21	1991.00	76.58	96490.80	64.5	4939.41	101430.21	101430.21	60858.13	2000.00	1000.00	159288.34		
90.	Shri D. B. Tivarekar	25-9-1977	19	2366.00	91.00	103740.00	70.5	6415.50	110155.50	110155.50	66093.30	2000.00	1000.00	173248.80		
91.	Shri V. R. Salgaonkar	18-9-1973	23	2038.00	78.38	108164.40	52.5	4149.95	112279.35	112279.35	67367.64	2000.00	1000.00	176646.96		
92.	Shri R. I. Sheikh	16-12-1974	22	2038.00	78.38	103461.60	24.0	1881.12	105342.72	105342.72	63205.63	2000.00	1000.00	165548.38		
93.	Shri D. K. Budhinal	23-10-1975	21	1986.00	76.38	96238.80	64.0	4888.32	101127.12	101127.12	60676.27	2000.00	1000.00	158803.39		
94.	Shri S. S. Dharane	27-9-1977	19	1972.00	75.85	86469.00	14.0	1061.90	87530.90	87530.90	52518.54	2000.00	1000.00	137049.44		
95.	Shri J. G. Phatgi	4-10-1977	19	1972.00	75.85	86469.00	15.5	1175.68	87644.68	87644.68	52586.81	2000.00	1000.00	137231.48		
96.	Shri D. M. Redkar	9-11-1977	19	1972.00	75.85	86469.00	18.0	1365.30	87834.30	87834.30	87834.30	2000.00	1000.00	137534.88		
				TOTAL	2839921.80	105077.53	2944999.33	60408.97	2884590.36	1730754.21	48000.00	23000.00	4544344.57			
97.	Shri B. H. Tashildar	17-12-1976	20	2078.00	79.92	95904.00	42.5	3396.60	99300.60	99300.60	59580.36	1000.00	1000.00	157880.96		
98.	Shri G. M. Chaddar	15-10-1971	25	2141.00	82.35	123525.00	35.0	2882.25	126407.25	126407.25	75844.35	1000.00	1000.00	201251.60		
99.	Shri A. H. Tashildar	25-9-1977	19	1992.00	76.61	87335.40	14.0	1072.54	88407.94	88407.94	53044.76	1000.00	1000.00	139452.70		
100.	Shri K. R. Redkar	2-10-1972	24	1991.00	76.57	110266.80	35.0	2679.95	112940.75	112940.75	67764.45	2000.00	1000.00	177705.20		
				TOTAL	417025.20	10031.34	427056.54	427056.54	256233.92	5000.00	2000.00	676290.46				

**3 GOGTE MINERALS, REDI.
PERMANENT WORKERS**

[KONKAN CONTRACTORS (MINES)]

PERMANENT WORKERS

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Sl. No.	Name	Appoint- ment date	Total years of ser- vice	Total monthly salari- y wages	Daily wage rate	Compen- sation inclusive of legal gratuity applicable	EL & SI. Amount due SL days	Total Amount paid by GOVT minerals	Total Amount paid by fomento	Total Interest for 6 years (@ 10% 2001)	Advance by fomento in on 8-9-2002	Balance due 2001]		
1	2	3	4	5	6	7	8	9.	10	11	12	13	14	15
101. Shri R. Y. Gosavi	1-10-1977	19	1959.00	75.34	85887.60	39.5	2975.93	88863.53	23317.73	65545.80	39327.48	2000.00	1000.00	101873.28
102. Shri Dnyaneshwar S. Raut.	22-4-1972	24	2301.00	88.50	127440.00	14.0	1239.00	128679.00	128679.00	77207.40	2000.00	1000.00	1000.00	202886.40
103. Shri G. B. Padwal	4-10-1974	22	2003.00	77.03	101679.60	24.0	1848.72	103528.32	103528.32	62116.99	1000.00	1000.00	1000.00	163645.31
104. Shri R. M. Bastawdkar	1-3-1990	7	1797.00	69.11	29026.20	69.0	4768.59	33794.79	33794.79	20276.87	1000.00	1000.00	1000.00	53071.66
105. Shri V. P. Gosavi	10-9-1970	26	2047.00	78.73	122818.80	60.0	4723.80	127542.60	127542.60	76525.56	2000.00	1000.00	1000.00	201068.16
106. Shri V. S. Raut.	1-10-1973	23	2031.00	78.11	107791.80	45.0	3514.95	111306.75	111306.75	66784.05	2000.00	1000.00	1000.00	175090.80
107. Shri R. D. Naik	31-5-1981	15	2388.00	91.84	82656.00	29.5	2709.28	85365.28	85365.28	51219.17	2000.00	1000.00	1000.00	133584.45
108. Shri S. B. Sharbide	1-10-1970	26	2007.00	77.19	120416.40	19.0	1466.61	121883.01	121883.01	73129.81	2000.00	1000.00	1000.00	192012.82
109. Shri S. M. Kanyalkar	7-10-1972	24	2007.00	77.19	111153.60	32.0	2470.08	113623.68	113623.68	68174.21	2000.00	1000.00	1000.00	178797.89
110. Shri M. G. Attar	1-11-1976	20	2026.00	77.92	93504.00	90.0	7012.80	100516.80	29220.00	71296.80	42778.08	2000.00	1000.00	111074.88
111. Shri R. M. Malge	1-11-1976	20	1986.00	76.38	91656.00	90.0	6874.20	98530.20	28642.50	69887.70	41932.62	2000.00	1000.00	108820.32
112. Shri R. R. Kahar	19-3-1980	16	1968.00	75.69	72662.40	90.0	6812.10	79474.50	1000.00	78474.50	4708.00	1000.00	1000.00	124559.20
113. Shri S. R. Kanyalkar	1-11-1977	20	1959.00	75.34	90408.00	90.0	6780.60	97188.60	97188.60	58313.16	2000.00	1000.00	1000.00	152501.76
TOTAL					1237100.40		53196.66	1290297.06	82180.23	1208116.83	724870.10	23000.00	11000.00	1889896.93

4. GOGTE MINERALS, REDI.
PERMANENT WORKERS

(G.R.D.C.)

Sr. No.	Name	Appoint- ment date	Total years of ser- vice	Daily wage/ wages	Compen- sation inclusive of legal gratuity applicable	EL & SL & SL days	Total Amount due	Amount paid by Gogte minerals	Total Interest for 6 years @ 10%	Total Interest for 6 years @ 10%	Advance by fomento in 2000- 2001	Balance due on 8-9-2002			
1		2	3	4	5	6	7	8	9	10	11	12	13	14	15
114.	Shri K.Y. Gavande	5-10-1977	19	1907.00	73.35	83619.00	90.0	6601.50	90220.50	54132.30	2000.00	1000.00	141352.80		
115.	Shri P.T. Kamble	14-1-1977	19	2042.00	78.53	89524.20	35.0	2748.55	92272.75	23951.65	68321.10	40992.66	2000.00	1000.00	106313.76
116.	Shri D.V. Shinde	17-9-1981	15	2173.00	83.57	75213.00	14.0	1169.98	76382.98	76382.98	45829.79	2000.00	1000.00	1119212.77	
	TOTAL			248356.20		10520.03	258876.23	23951.65	23924.58	140954.75	6000.00	3000.00	366879.33		

5. GOGTE MINERALS, REDI.
PERMANENT WORKERS

(C.M.T.S.)

Sr. No.	Name	Appoint- ment date	Total years of ser- vice	Daily wage/ wages	Compen- sation inclusive of legal gratuity applicable	EL & SL & SL days	Total Amount due	Amount paid by GOGTE minerals	Total Interest for 6 years @ 10%	Total Interest for 6 years @ 10%	Advance by fomento in 2000- 2001	Balance due on 8-9-2002			
1		2	3	4	5	6	7	8	9	10	11	12	13	14	15
117.	Shri Y.S.P. Tendolkar	1-10-1985	11	7500.00	288.46	190383.60	90.0	25961.40	216345.00	73557.30	142787.70	85672.62	2000.00	1000.00	225460.32
118.	Shri P.V. Joshi	1-6-1981	15	3200.00	123.07	110763.00	54.0	6645.78	117408.78	10000.00	107408.78	64445.27	1000.00	1000.00	169854.05
	TOTAL			301146.60		32607.18	333753.78	83557.30	250196.48	150117.89	3000.00	2000.00	395314.37		

6. GOGTE MINERALS, REDI.

PERMANENT WORKERS

[GOGTE MINERALS (EXECUTIVE)]

Sr. No.	Name	Appoint- ment date	Total monthly salary/ wages	Daily wage rate	Compen- sation & gratuity	EL & SL days	Total amount due	Amount paid by Gogte minerals	Total Interest for 6 years @ 10%	Total Advance by fomento in 2000-2001	Advance by fomento on 8-9-2002	Balance due			
1		2	3	4	5	6	7	8	9	10	11	12	13	14	15
119. Shri R. Balamurugum		28-12-1995	1	4500.00	173.07	13.0	2249.91	2249.91	2249.91	1349.95	Not paid			3599.86	
120. Shri P.V. Gadgil		1-8-1993	2	2000.00	76.92	15.0	1153.80	1153.80	1153.00	692.28	1000.00			846.08	
121. Shri M.T. Kambli		1-6-1981	15	4500.00	173.07	155763.00	90.0	15576.30	171339.30	51921.00	119418.30	71650.98	2000.00	1000.00	188069.28
122. Shri R.N. Arundekar		1-6-1981	15	3000.00	115.38	103842.00	63.5	7326.63	111168.63	31556.43	79612.20	47767.32	2000.00	1000.00	124379.52
123. Shri K.S. Kamat		31-5-1981	15	4000.00	153.84	138456.00	90.0	13845.60	152301.60	46152.00	106149.60	63689.76	2000.00	1000.00	166839.36
124. Shri Modnath Jha		1-3-1994	2	3000.00	115.38	9.0	1038.42	1038.42	1038.42	1038.42	623.05	Not paid			1661.47
125. Shri Bala Shridharan		8-11-1994	2	1900.00	73.07	12.5	913.38	913.38	913.38	-0.01	0.00	Not paid			-0.01
126. Shri Shiv Prakash Rao		29-12-1994	2	2200.00	84.61	25.0	2115.25	2115.25	2115.25	2115.25	1269.15	Not paid			3384.40
127. Shri Allampalli Tatalih		8-11-1994	2	1900.00	73.07	1.0	73.07	73.07	73.07	73.07	43.84	Not paid			116.91
128. Shri S.V. Kakade		20-12-1994	2	2400.00	92.30	34.0	3138.20	3138.20	3138.20	0.00	0.00	Not paid			0.00
129. Shri U.S. Kambal		10-12-1995	1	1500.00	57.69	15.0	865.35	865.35	865.35	865.35	Not paid				
130. Shri A.N. Ganpuler		1-10-1975	21	2600.00	100.00	126000.00	86.5	8650.00	134650.00	38650.00	96000.00	57600.00	2000.00		151600.00
131. Shri U.P. Rane		1-10-1985	11	3200.00	123.07	81226.20	47.0	5784.29	87010.49	87010.49	52206.29	1000.00	1000.00		137216.78
132. Shri R.Y. Satoskar		25-9-1995	1	2650.00	101.92	21.0	2140.32	2140.32	2140.32	2140.32	1000.00	1000.00			-1000.00
133. Shri R.S. Gundyc		25-9-1995	1	2650.00	101.92	33.0	3363.36	3363.36	3363.36	-0.00	0.00	2000.00			-2000.00
134. Shri K.K. Joshi		1-2-1995	1	1800.00	69.23	17.0	1176.91	1176.91	1176.91	1176.91	2000.00				2000.00
	TOTAL					605287.20		63410.79	674697.99	179876.95	494821.04	296892.62	15000.00	4000.00	772713.66

7 GOGTE MINERALS, REDI.
PERMANENT WORKERS

[GOGTE MINERALS (JETTY)]

Sr. No.	Name	Appoint- ment date	Total years of ser- vice	Total monthly salary/ wages	Daily wage rate	Compen- sation inclusive of legal gratuity appli- cable	EL & SL & Amount due days	Total Amount due	Amount paid by Gogte Minerals	Total Amount	Total Interest for 6 years (@ 10% 2001)	Advance by Fomento in on 8-9-2002	Balance due			
1		2	3	4	5	6	7	8	9	10	11	12	13	14	15	
135.	Shri Sadguru G. Gadekar	2-9-1974	22	2121.00	81.57	107672.40	65.0	5302.05	112974.45	112974.45	67784.67	2000.00	1000.00	117759.12		
136.	Shri Janardan M. Palyekar	2-9-1974	22	2093.00	80.50	106260.00	90.0	7245.00	113505.00	113505.00	68103.00	2000.00	1000.00	178608.00		
137.	Shri Tulsidas B. Kubal	1-10-1979	17	2844.00	109.38	111567.60	90.0	9844.20	121411.80	121411.80	72847.08	2000.00	1000.00	191258.88		
138.	Shri Chandrakant B. Malik	1-10-1979	17	2495.00	95.96	97879.20	22.0	2111.12	9990.32	9990.32	5994.19	2000.00	1000.00	156984.51		
139.	Shri Balkrishna B. Redkar	1-10-1979	17	2738.00	105.30	107406.00	89.5	9424.35	116830.35	116830.35	70098.21	2000.00	1000.00	183928.56		
140.	Shri Ankush R. Vengurlekar	1-10-1979	17	2477.00	95.26	97165.20	69.5	6620.57	103785.77	103785.77	29482.97	74302.80	44581.68	Not paid	1000.00	117884.48
141.	Shri Pandurang D. Salgaonkar	1-9-1981	15	2138.00	82.23	74007.00	65.0	5344.95	79351.95	79351.95	47611.17	2000.00	1000.00	123963.12		
	TOTAL			701957.40		45892.24		747849.64	29482.97	718366.67	431020.00	12000.00	7000.00	1130386.67		

8 GOGTE MINERALS, REDI.
PERMANENT WORKERS

[KONKAN CONTRACTORS (JETTY)]

Sr. No.	Name	Appoint- ment date	Total years of ser- vice	Total monthly salary/ wages	Daily wage rate	Compen- sation inclusive of legal gratuity appli- cable	EL & SL & Amount due days	Total Amount due	Amount paid by Gogte Minerals	Total Amount	Total Interest for 6 years (@ 10% 2001)	Advance by Fomento in on 8-9-2002	Balance due		
1		2*	3	4	5	6	7	8	9	10	11	12	13	14	15
142.	Shri Sadanand D. Kerkar	2-9-1974	22	2056.00	79.07	104372.40	31.8	2451.17	106823.57	106823.57	64094.14	2000.00	1000.00	167917.71	
	TOTAL			104372.40		2451.17		106823.57	106823.57	106823.57	64094.14	2000.00	1000.00	167917.71	

9 COCTE MINERALS, REDI.

GO(GE) MINERALS SEASONAL/TEMPORARY (MINES)

Sr. No.	Name	Appoint- ment years date of ser- vice	Total monthly salary	Daily wage	Compensa- tion rate	EL & SL inclusive of legal gratuity applicable	Total Amount due	Amount paid by Google minerals	Total Amount	Interest for 6 years (@ 10% 2000- 2001)	Total by fomento in on 8-9-2002	Advance paid by fomento	Balance due
			Total wages	Amount due days	Amount due days	Amount due days	Amount due days	Amount due days	Amount due days	Amount due days	Amount due days	Amount due days	Amount due days
1	2	3	4	5	6	7	8	9	10	11	12	13	14
143. Shri J.N. Tirodkar	26-9-1976	19	2047.00	78.73	67314.15	4.0	314.92	67629.07	40577.44	2000.00	1000.00	105206.51	
144. Shri R.K. Amerkar	27-9-1977	18	1934.00	74.38	60247.80	1.0	74.38	60322.18	36193.31	2000.00		94515.49	
145. Shri A.B. Maldar	4-9-1980	15	1881.00	72.35	48836.25	7.5	542.63	49378.88	29627.33	2000.00		77006.20	
146. Shri U.G. Parab	4-9-1980	15	1856.00	71.38	48181.50	1.0	71.38	48252.88	28951.73	2000.00	1000.00	74204.61	
147. Shri A.R. Rane	3-12-1986	9	1597.00	61.42	24875.10	5.5	337.81	25212.91	15127.75	2000.00	1000.00	37340.66	
148. Shri N.S. Jadhav	25-12-1976	19	1912.00	73.54	62876.70	30.0	2206.20	65082.90	39049.74	2000.00	1000.00	101132.64	
149. Shri S.L. Algaonkar	1-1-1987	8	1884.00	72.46	26085.60	8.5	615.91	26701.51	16020.91	2000.00	1000.00	39722.42	
150. Shri B.P. Rane	4-9-1979	16	2294.00	88.23	63525.60	30.0	2646.90	66172.50	39703.50	2000.00	1000.00	102876.00	
151. Shri L.V. Gawade	21-9-1979	16	2249.00	86.50	62280.00	6.0	519.00	62799.00	37679.40	2000.00	1000.00	97478.40	
152. Shri D.M. Shivcharan	25-1-1981	15	2196.00	84.46	57010.50	4.0	337.84	57348.34	34409.00	2000.00	1000.00	88575.34	
153. Shri M.N. Arondekar	12-11-1981	14	2196.00	84.46	53209.90	6.0	506.76	53716.56	32229.94	2000.00	1000.00	82946.50	
154. Shri Bapu S. Kamble	18-12-1981	14	2100.00	80.77	50885.10	19.0	1534.63	52419.73	31451.84	2000.00	1000.00	80871.57	
155. Shri P.S. Amate	24-12-1980	15	2027.00	77.96	52623.00	3.0	233.88	52856.88	31714.13	2000.00	1000.00	81571.01	
156. Shri H.K. Fernandes	14-2-1981	14	2011.00	77.33	48730.50	22.0	1701.70	50432.20	30259.32	2000.00	1000.00	77691.52	
157. Shri Jagannath S. Rane	20-11-1986	9	1501.00	57.73	23380.65	19.0	1096.87	24477.52	14686.51	2000.00	1000.00	36164.03	
158. Shri G.B. Walawalkar	1-11-1990	5	1519.00	58.42	13144.50	2.0	116.84	13261.34	13261.34	2000.00		19218.14	
159. Shri R.A. Kamble	16-9-1979	16	1912.00	73.54	52948.80	30.0	2206.20	55155.00	33093.00	2000.00	1000.00	85248.00	
160. Shri K.S. Rankale	18-11-1994	2	1000.00	38.46	4.0	153.84	153.84	153.84	92.30	Not paid		246.14	
161. Shri V.B. Pawar	18-10-1983	12	1849.00	71.12	38404.80	1.5	106.68	38511.48	6074.00	32437.48	19462.49	2000.00	101952.47
162. Shri S.N. Tore	2-9-1974	21	2076.00	79.85	75458.25	1.5	119.78	75578.03	11857.53	63720.30	38232.18	Not paid	
163. Shri G.M. Narsule	2-9-1974	21	2051.00	78.88	74541.60	14.5	1143.76	75685.36	45411.22	2000.00	1000.00	118096.58	
164. Shri Y.K. Desai	10-12-1978	17	1889.00	72.65	55577.25	1.0	72.65	55649.90	55649.90	33389.94	Not paid	89039.84	
165. Shri G.S. Rane	7-10-1976	19	1838.00	70.69	60439.95	2.0	141.38	60581.33	36348.80	2000.00		94930.13	
166. Shri P.N. Kanvalkar	20-10-1976	19	1838.00	70.69	60439.95	13.0	918.97	61358.92	36815.35	2000.00	1000.00	95174.27	
167. Shri C.R. Sawant	16-3-1981	14	1833.00	70.50	44415.00	2.5	176.25	44591.25	26754.75	2000.00	1000.00	68346.00	
168. Shri I.M. Kolar	16-3-1981	14	1808.00	69.54	43810.20	3.0	208.62	44018.82	26411.29	1000.00	1000.00	68430.11	
169. Shri S.B. Mulla	16-3-1981	14	1808.00	69.54	43810.20	5.5	382.47	44192.67	26515.60	2000.00	1000.00	67708.27	
		1313052.75	18488.24	1331540.99	17931.73	1313689.26	788165.56	47000.00	20000.00			2034774.82	

Sr. No.	Name	Appoint- ment date	Total years of ser- service	Total monthly salary/ wages	Daily wage rate	Compen- sation inclusive of legal gratuity	EL & SL	Amount due	Total amount due	Total interest for 6 years @ 10%	Advance paid by fomento on 8-9-2002	Balance due		
										10	11	12	13	14
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
170. Shri N.G. Nivajekar	10-10-1981	14	1838.00	70.69	44534.70	3.0	212.07	44746.77	26848.06	2000.00	1000.00	68594.83		
171. Shri Sakharam B. Pednekar	6-12-1983	12	1875.00	72.12	3894.80	13.0	937.56	39882.36	23929.42	2000.00	1000.00	60811.78		
172. Shri V.H. Redkar	6-12-1983	12	1833.00	70.50	3807.00	3.0	211.50	38281.50	22968.90	2000.00	1000.00	58250.40		
173. Shri V.N. Parsekar	6-12-1983	12	1833.00	70.50	3807.00	3.5	246.75	38316.75	22950.05	2000.00	1000.00	58306.80		
174. Shri S.I. Devekar	6-12-1983	12	1804.00	89.38	37465.20	3.0	208.14	37673.34	22604.00	1000.00	1000.00	58277.34		
175. Shri S.S. Patil	6-12-1983	12	1804.00	69.38	37465.20	10.0	693.80	38159.00	22895.40	2000.00	1000.00	58054.40		
176. Shri Y.S. Naik	6-12-1983	12	1804.00	69.38	37465.20	4.0	277.52	37742.72	6105.44	31637.28	18982.37	Not paid		50619.65
177. Shri R.S. Kudav	1-2-1986	9	1529.00	58.81	23818.05	3.0	176.43	23994.48	14396.69	2000.00	1000.00	35391.17		
178. Shri P.M. Redkar	6-12-1983	12	1804.00	69.38	37465.20	2.0	138.76	37603.96	22562.38	2000.00	1000.00	57166.34		
179. Shri M.N. Bugade	1-2-1986	9	1529.00	58.81	23818.05	4.0	235.24	24053.29	14431.97	2000.00	1000.00	35485.26		
180. Shri A.J. Manekar	1-2-1986	9	1529.00	58.81	23818.05	25.0	1470.25	25288.30	15172.98	2000.00	1000.00	37461.28		
181. Shri K.P. Suryaji	15-5-1980	15	1956.00	75.23	50780.25	18.0	1354.25	52134.39	31280.63	2000.00	1000.00	80415.02		
182. Shri R.D. Redkar	15-3-1980	15	1956.00	75.23	50780.25	5.5	413.77	51194.02	30716.41	2000.00	1000.00	78910.42		
183. Shri M.D. Pednekar	15-5-1980	15	1956.00	75.23	50780.25	30.0	2256.90	53037.15	31822.29	1000.00	1000.00	82859.44		
184. Shri M.B. Gavandi	15-5-1980	15	1939.00	74.58	50341.50	14.0	1044.12	51385.62	30831.37	2000.00	1000.00	79216.99		
185. Shri H.S. Yadav	31-5-1974	21	1956.00	75.23	71092.35	14.0	1053.22	72145.57	43287.34	2000.00	1000.00	112432.91		
186. Shri C.V. Kamble	15-5-1980	15	1956.00	75.23	50780.25	30.0	2256.90	53037.15	53037.15	2000.00	1000.00	81859.44		
187. Shri V.G. Negalkar	13-5-1980	15	1956.00	75.23	50780.25	8.0	601.84	51382.09	31382.95	2000.00	1000.00	79211.34		
188. Shri S.R. Shekar	23-11-1982	13	1703.00	65.00	38317.50	14.0	917.00	39234.50	23540.70	2000.00	1000.00	59775.20		
189. Shri M.A. Naik	8-11-1983	12	1703.00	65.50	35370.00	25.0	1637.50	37007.50	22204.50	Not paid	1000.00	58212.00		
190. Shri S.S. Bagewadi	8-11-1983	12	1703.00	65.50	35370.00	19.0	1244.50	36614.50	21968.70	2000.00	1000.00	55583.20		
191. Shri G.T. Bhimkar	8-11-1983	12	1703.00	65.50	35370.00	3.0	196.50	35566.50	35566.50	21339.90	2000.00	1000.00	53906.40	
192. Shri H.G. Raut	1-2-1986	9	1529.00	58.81	23818.05	30.0	1764.30	25582.35	15349.41	2000.00	1000.00	37931.76		
193. Shri V.A. Joshi	1-2-1986	9	1529.00	58.81	23818.05	11.0	646.91	24464.56	14678.98	2000.00	1000.00	36143.94		
194. Shri S.M. Naik	1-2-1986	9	1699.00	65.35	26466.75	4.0	261.40	26728.15	16036.89	Not paid		42765.04		
195. Shri S.M. Dhupkar	16-12-1975	20	2045.00	78.65	70785.00	14.0	1101.10	71886.10	43131.66	1000.00	1000.00	113017.76		
196. Shri C.N. Rane	22-10-1981	14	1860.00	71.54	45070.20	5.0	357.70	45427.90	27256.74	2000.00	1000.00	69684.64		
197. Shri V.R. Savant	14-10-1980	15	1914.00	73.62	49693.50	2.5	184.05	49877.55	29926.53	2000.00	1000.00	76804.08		
198. Shri M.K. Pawaskar	18-9-1973	22	1896.00	72.92	72190.80	30.0	2187.60	74378.40	44627.04	2000.00	1000.00	116005.44		
199. Shri S.M. Bhosale	4-11-1983	12	1703.00	65.50	35370.00	3.0	184.05	35554.05	21332.43	2000.00	1000.00	53886.48		
					TOTAL	1247909.40	24371.52	1272380.91	6105.44	1266275.47	759765.29	51000.00	28000.00	1947040.76

Sr. No.	Name	Appoint- ment date of ser- vice	Total monthly salary/ wages	Daily wage rate	Compen- sation inclusive of legal gratuity applicable	EL & SL Amount due days	Total Amount due	Amount paid by Gogte minerals	Total Amount paid by Gogte minerals	Total Interest for 6 years (@ 10% 2001)	Advance by fomento in 2000- 8-9-2002	Balance due 2001			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
230.	Shri P.J. Fernandes.	28-2-1975	20	2013.00	77.42	69678.00	12.0	929.04	70607.04	42364.22	2000.00	1000.00	10971.26		
231.	Shri A.G. Kerkar.	27-10-1978	17	1992.00	76.62	58614.30	6.5	498.03	59112.33	35467.40	2000.00	1000.00	91579.73		
232.	Shri R.S. Welling.	16-10-1981	14	1924.00	74.00	46620.00	21.0	1554.00	48174.00	28904.40	1000.00	1000.00	75078.40		
233.	Shri R.V. Tivrekar.	17-10-1986	9	1529.00	58.81	23818.05	15.0	882.15	24700.20	14820.12	Not Paid	39520.32			
234.	Shri D.J. Lob.	5-11-1986	9	1529.00	58.81	23818.05	27.0	1587.87	25405.92	15243.55	2000.00	1000.00	37649.47		
235.	Shri Suhas B. Kamble,	1-2-1986	9	1529.00	58.81	23818.05	12.0	705.72	24523.77	14714.26	2000.00	1000.00	37238.03		
236.	Shri S.M. Mantri,	20-10-1982	13	1829.00	70.35	41154.75	2.0	140.70	41295.45	24777.27	2000.00	1000.00	63072.72		
237.	Shri P.B. Pednekar,	15-5-1980	15	1981.00	76.19	51428.25	11.0	838.09	52266.34	31359.80	2000.00	1000.00	80626.14		
238.	Shri D.H. Kamble,	15-5-1980	15	1979.00	76.12	51381.00	27.0	2055.24	53436.24	32061.74	2000.00	1000.00	82497.98		
239.	Shri B.G. Davi.	2-10-1984	11	1903.00	73.19	36229.05	12.0	1390.61	37619.66	7026.24	18356.05	1000.00	46949.47		
240.	Shri D.B. Vadav	18-10-1990	5	1448.00	55.69	12530.25	16.0	891.04	13421.29	2840.19	10581.10	6348.66	2000.00	13929.76	
241.	Shri R.B. Magdum	18-10-1990	5	1448.00	55.69	12530.25	11.5	640.44	13170.69	7902.41	1000.00	20073.10			
242.	Shri A.B. Magdum	18-10-1990	5	1448.00	55.69	12530.25	5.0	278.45	12808.70	12808.70	1000.00	1000.00	18493.92		
243.	Shri H.R. Nagejji	18-10-1990	5	1448.00	55.69	12530.25	4.5	250.61	12780.86	12780.86	7668.51	Not Paid	20449.37		
244.	Shri K.A. Naik	18-10-1990	5	1448.00	55.69	12530.25	3.0	167.07	12697.32	12697.32	7618.39	Not Paid	20315.71		
245.	Shri B.G. Kamkar	18-10-1990	5	1448.00	55.69	12530.25	6.0	334.14	12864.39	12864.39	7718.63	1000.00	18583.02		
	TOTAL			501741.00	13143.19	514884.19		9866.43	503017.76	303010.66	21000.00	11000.00	776028.42		
10 GOGTE MINERALS (CASUAL/SEASONAL)															
Sr. No.	Name	Appoint- ment date of ser- vice	Total monthly salary/ wages	Daily wage rate	Compen- sation inclusive of legal gratuity applicable	EL & SL Amount due days	Total Amount due	Amount paid by Gogte minerals	Total Amount paid by Gogte minerals	Total Interest for 6 years (@ 10% 2001)	Advance by fomento in 2000- 8-9-2002	Balance due 2001			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
246.	Smt. Ansuya N. Rane.	1-9-1989	6	1699.00	65.35	17644.50	7.5	490.13	18134.62	10880.78	2000.00	1000.00	26015.40		
247.	Smt. Sunanda V. Rane	1-9-1989	6	1699.00	65.35	17644.50	23.5	1535.73	19180.22	11508.14	2000.00	1000.00	27688.36		
248.	Smt. Masabi D. Draxi.	1-9-1989	6	1699.00	65.35	17644.50	6.5	424.78	18069.28	10841.57	2000.00	1000.00	25910.84		
249.	Smt. Ramija K. Mulla	1-9-1989	6	1699.00	65.35	17644.50	14.0	914.90	18559.40	11135.64	1000.00	1000.00	28695.04		
250.	Smt. Shalini G. Gadkar	1-9-1989	6	1493.00	57.42	15503.40	5.5	315.81	15819.21	9491.53	1000.00	1000.00	23310.74		
251.	Smt. Shantabai M. Bhosale	1-9-1989	6	1493.00	57.42	15503.40	8.5	488.07	15991.47	15994.88	2000.00	1000.00	22586.35		
252.	Smt. Vaijayanti D. Mestri.	1-9-1989	6	850.00	32.69	8826.30	9.0	294.21	9120.51	5472.31	2000.00	1000.00	11592.82		
	TOTAL			110411.10		4463.62		114874.72	68924.83	12000.00	6000.00	165799.54			

II GOGTF MINERALS, REDI.
CENTRAL MINING & TRADING SYNDICATE—SEASONAL/TEMPORARY [MINES]

Sr. No.	Name	Appoint- ment date	Total years of ser- vice	Total monthly salary wages	Daily wage rate	Compen- sation inclusive of legal gratuity	El. & SL Amount due	El. Amount due	Total Amount paid by Gogte minerals	Total Interest for 6 years @ 10%	Total Advance by fomento in 2000- 2001	Advance by paid by fomento on 8-9-2002	Balance due		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
253.	Shri N. I. Shah	2-10-1982	13	2017.00	77.58	45384.30	3.0	232.74	45617.04	45617.04	27370.22	1000.00	71987.26		
254.	Shri G.B. Musale	24-10-1977	18	1748.00	67.23	54456.30	8.0	537.84	54994.14	54994.14	32996.48	2000.00	84990.62		
255.	Shri M. R. Sawant	17-11-1977	18	1963.00	75.50	61155.00	7.0	528.50	61683.50	61683.50	37010.10	2000.00	1000.00	95693.60	
256.	Shri B.M. Chikengin	18-9-1980	15	1920.00	73.85	49848.75	3.0	221.55	56070.30	7975.8	42094.50	25256.70	Not Paid	67351.20	
257.	Shri S.A. Raul	18-10-1983	12	1748.00	67.23	36304.20	26.5	1781.60	38085.80	38085.80	22851.48	2000.00	1000.00	57937.27	
258.	Shri P.I. Haldankar	19-11-1978	17	1912.00	73.54	56258.16	18.0	1323.72	57581.82	57581.82	34549.09	2000.00	1000.00	89130.91	
259.	Shri A.A. Nawar	19-11-1978	17	1910.00	73.46	56196.90	4.5	330.57	56527.47	56527.47	33916.48	1000.00	1000.00	88443.95	
260.	Shri I.A. Hukkeri	14-10-1979	16	1910.00	73.46	52391.20	13.0	954.98	53846.18	53846.18	32307.71	1000.00	1000.00	84153.89	
261.	Shri D. V. Salgaonkar	8-12-1978	17	1910.00	73.46	56196.90	4.0	293.84	56490.74	56490.74	33894.44	2000.00	1000.00	87385.18	
262.	Shri K. A. Gawade	16-12-1978	17	1910.00	73.46	56196.90	4.0	293.84	56490.74	56490.74	33894.44	2000.00	1000.00	88385.18	
263.	Shri K. M. Sataji	6-11-1979	16	1900.00	73.08	52617.69	3.0	219.24	52336.84	52336.84	31702.10	2000.00	1000.00	81538.94	
264.	Shri D.M. Draxi (Expired)	5-10-1980	15	1864.00	71.69	48390.75	1.0	71.69	48462.44	48462.44	29077.46	2000.00	1000.00	74539.90	
265.	Shri S. K. Lob	8-10-1980	15	1864.00	71.69	48390.75	10.0	716.90	49107.65	49107.65	29464.59	2000.00	1000.00	75572.24	
266.	Shri H. L. Perera	8-10-1980	15	1864.00	71.69	48390.75	9.0	645.21	49035.96	49035.96	29421.58	2000.00	1000.00	75457.54	
267.	Shri V. S. Rane	4-11-1981	14	1907.00	73.35	46210.50	11.5	843.53	47054.03	47054.03	28232.42	2000.00	1000.00	72286.44	
268.	Shri A. P. Gavandi	4-11-1981	14	2107.00	81.04	21055.20	1.5	121.56	51176.76	51176.76	30706.06	2000.00	1000.00	78832.82	
269.	Shri P. A. Konadkar	4-11-1981	14	1909.00	73.42	46254.60	5.0	367.10	46621.70	46621.70	27973.02	2000.00	1000.00	71594.72	
270.	Shri C. R. Kamblu	1-1-1991	5	1448.00	55.69	12530.25	6.0	334.14	12864.39	12864.39	77186.63	2000.00	1000.00	17583.02	
271.	Shri A. R. Shetkar	16-10-1982	13	1699.00	65.35	38229.75	9.0	588.15	38817.90	6535	32282.90	19369.74	2000.00	1000.00	48652.64
272.	Shri S. D. Tulaskar	5-11-1981	14	1860.00	71.54	45070.20	28.0	2003.12	47073.32	47073.32	28243.99	Not Paid	1000.00	74317.31	
273.	Shri K.B.D' Souza	8-12-1981	14	1856.00	71.38	44969.40	8.0	571.04	45540.44	45540.44	27324.26	2000.00	1000.00	70864.70	
274.	Shri S.A. Manjrekar	16-11-1975	20	1928.00	74.15	66735.00	3.0	222.45	66957.45	66957.45	40174.47	2000.00	1000.00	104131.92	
275.	Shri Ankush R. Redkar	7-10-1983	12	1703.00	65.50	35370.00	3.0	196.50	35566.50	35566.50	21339.90	2000.00	1000.00	53906.40	
276.	Shri M. N. Naibagkar	21-11-1978	17	1896.00	72.92	55783.80	4.0	291.63	56075.48	56075.48	31645.29	2000.00	1000.00	86720.77	
277.	Shri I. M. Hajrathbhai	1-3-1975	20	1926.00	74.08	66672.00	7.0	518.56	67190.56	67190.56	40314.34	1000.00	1000.00	105504.90	
						TOTAL	1231559.10	14210.04	1245769.14	14510.80	1231258.34	738755.00	42000.00	2000.00	1908013.34

KONKAN CONTRACTORS SEASONALTE
12 GOGTE MINERALS, REDI.
[MINES]

Sr. No.	Name	Appoint- ment date	Total years of ser- service	Daily wage rate	Total monthly salary/ wages	Compensa- tion, inclusive of legal days	EL & SL Amount due	Total Amount due	Amount paid by Gogte Minerals	Total Amount	Interest for 6 years @ 10%	Total Interest for 6 years @ 10%	Advance by fomento in 2000- 2001	Advance by fomento on 8-9-2002	Balance due
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
278. Shri R. T. Sungar		1-11-1980	15	2146.00	82.54	55714.50	3.0	247.62	55962.12	55962.12	33577.27	1000.00	1000.00	1000.00	87539.39
279. Shri S. K. Bogamale		1-11-1980	15	2206.00	84.85	57273.75	16.0	1357.60	58631.35	58631.35	35178.81	Not Paid			93810.16
280. Shri Z. S. Redkar		5-9-1979	16	2118.00	81.46	58651.20	6.0	488.76	59139.96	59139.96	35483.98	1000.00	1000.00	1000.00	92623.94
281. Shri D. A. More		1-10-1980	15	1975.00	75.96	51273.00	2.5	189.90	51462.90	8165.7	43297.20	25978.32	1000.00		68275.52
282. Shri D. A. Mishal		14-11-1980	15	2111.00	81.19	54803.25	3.0	243.57	55046.82	8768.52	46278.30	27766.98	1000.00		73045.28
283. Shri A. R. Redkar		14-11-1980	15	2098.00	80.69	54465.75	3.0	242.07	54707.82	54707.82	32824.69	1000.00	1000.00	1000.00	85532.51
284. Shri R. Y. Mestri		18-10-1971	24	2100.00	81.00	97566.40	2.0	162.16	87728.56	87728.56	52637.14	2000.00	1000.00	1000.00	137365.70
285. Shri R. R. Gosavi		6-10-1983	12	1491.00	57.35	30969.00	6.0	344.10	31313.10	31313.10	18787.86	2000.00	1000.00	1000.00	47100.96
286. Shri P. R. Konadkar		2-10-1985	10	1788.00	68.77	30946.50	7.0	481.39	31427.89	31427.89	18856.73	2000.00	1000.00	1000.00	47284.62
TOTAL															60000.00
481663.35															732578.08
37571.17															468486.30
16934.22															11000.78

13 GOGTE MINERALS, REDI

G. R. D. C. SEASONAL/TEMPORARY [MINES]

Sr. No.	Name	Appoint- ment date	Total monthly salary	Daily wage rate	Compen- sation & gratuity	E.I. & SL amount due	Total amount due	Amount paid by Gogte Minerals	Total amount	Total interest for 6 years (@ 10% p.a.)	Advance by fomento in 8-9-2002	Balance due				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
287	Shri P. G. Malik	11-1-1981	14	2017.00	77.58	48875.40	5.0	387.90	49263.30	49263.30	29557.98	2000.00	1000.00	75821.28		
288	Shri S. S. Kambli	6-10-1977	18	1939.00	74.58	60409.80	1.5	111.87	60521.67	60521.67	36313.00	2000.00	1000.00	93834.67		
289	Shri N. L. Jadav	17-11-1978	17	1932.00	74.31	56847.15	1.5	111.47	56958.62	56958.62	34175.17	2000.00	1000.00	88133.78		
290	Shri M. K. Palkar	5-10-1977	18	1939.00	74.58	60409.80	7.0	522.06	60931.86	60931.86	36559.12	2000.00	1000.00	94490.98		
291	Shri J. A. Godkar	19-9-1979	16	1886.00	72.54	52228.80	17.0	1233.18	53461.98	53461.98	32077.19	2000.00	1000.00	82539.17		
292	Shri G. R. Kambli	19-9-1979	16	1886.00	72.54	52228.80	9.5	689.13	52917.93	52917.93	31750.76	2000.00	1000.00	81668.69		
293	Shri D. B. Draxi	20-9-1977	18	1944.00	74.77	60563.70	1.0	74.77	60638.47	60638.47	36383.08	1000.00	1000.00	95021.55		
294	Shri H. M. Bijalankar	18-10-1978	17	1926.00	74.08	56671.20	2.0	148.16	56819.36	56819.36	34091.62	2000.00	1000.00	87910.98		
295	Shri M. I. Bastwadi	20-9-1977	18	1926.00	74.08	60004.80	7.0	518.56	60523.36	60523.36	30402.43	1000.00	1000.00	80073.15		
296	Shri H. F. Hajaratbhai	19-9-1977	18	1939.00	74.58	60409.80	3.0	223.74	60633.54	60633.54	36380.12	1000.00	1000.00	96013.66		
297	Shri A. H. Ladkhan	19-9-1977	18	1939.00	74.58	60409.80	4.0	298.32	60708.12	60708.12	36424.87	1000.00	1000.00	95132.99		
298	Shri S. K. Dhuri	1-10-1979	16	1824.00	70.15	50508.00	3.5	245.53	50753.53	50753.53	8102.33	42651.20	25590.72	2000.00	1000.00	65241.91
299	Shri P. N. Apte	5-10-1977	18	2021.00	77.73	62961.50	8.0	621.84	63583.14	63583.14	38149.88	2000.00	1000.00	98733.02		
300	Shri Bhikaji S. Kambli	19-9-1977	18	1939.00	74.58	60409.80	7.0	522.06	60931.86	60931.86	36559.12	2000.00	1000.00	94490.98		
		TOTAL		802938.15		5708.58	803646.73	17954.97	790691.76	474415.06	24000.00	12000.00	1229106.82			

14 GOGTE MINERALS, REDI

KONKAN CONTRACTORS JETTY SEASONAL/TEMPORARY

Sr. No.	Name	Appoint- ment date	Total years of ser- vice	Total monthly salary/ wages	Daily wage rate	Compen- sation inclusive of legal gratuity applicable	EL & SL Amount due SL days	Total Amount due	Amount paid by Gogte minerals	Total Interest for 6 years (@ 10%)	Total Advance by fomento in 2000- 2001	Advance paid by fomento on 8-9-2002	Balance due	
1														
301. Shri Vishnu S. Bude	1-2-1973	22	2771.00	106.57	105504.30	28.5	3037.25	108541.55	108541.55	65124.93	2000.00	1000.00	1000.00	171666.47
302. Shri Arjun G. Rane	28-2-1971	24	2044.00	78.61	84898.80	23.5	1847.34	86746.14	86746.14	52047.68	2000.00	1000.00	1000.00	135793.82
303. Shri P. M. Gavandi	1-10-1981	14	1873.00	72.03	45378.90	29.0	2088.87	47467.77	47467.77	28480.66	2000.00	1000.00	1000.00	72948.43
304. Shri Deepak N. Kaloji	29-12-1983	12	1859.00	71.50	38610.00	5.0	357.50	38967.50	38967.50	23380.50	2000.00	1000.00	1000.00	60348.00
305. Shri Suryakant N. Rane	12-10-1970	25	1998.00	76.84	86445.00	26.5	2036.26	88481.26	88481.26	53088.76	2000.00	1000.00	1000.00	138570.02
306. Shri Baliram T. Kalkavkar	5-9-1980	15	1903.00	73.19	49403.25	12.0	878.28	50281.53	50281.53	30168.92	2000.00	1000.00	1000.00	77450.45
307. Shri Pandurang P. Parab	1-10-1968	27	2054.00	79.00	95985.00	23.5	1856.50	97841.50	97841.50	58704.90	2000.00	1000.00	1000.00	153546.40
308. Shri Ohondu S. Kamble	1-10-1968	27	2054.00	79.00	95985.00	27.5	2172.50	98157.50	98157.50	58949.50	2000.00	1000.00	1000.00	154052.00
309. Shri Shrikishna R. Kamble	2-9-1969	26	2040.00	78.46	91798.20	16.5	1294.59	93092.79	93092.79	55655.67	2000.00	1000.00	1000.00	145948.46
310. Shri Uttam V. Satoskar	2-11-1970	25	2030.00	78.07	87828.75	14.5	1132.02	88960.77	88960.77	53376.46	2000.00	1000.00	1000.00	139337.22
311. Shri Pandurang J. Keluskar	23-1-1972	22	2020.00	77.69	76913.10	43.0	3340.67	80253.77	80253.77	48152.26	2000.00	1000.00	1000.00	125406.03
312. Shri Anant V. Kamble	14-3-1973	22	1957.00	75.26	74507.40	12.5	940.75	75448.15	75448.15	45268.89	2000.00	1000.00	1000.00	117717.04
313. Shri Vijay Aijun Sarang	1-10-1979	16	1896.00	72.92	52502.40	9.5	692.74	53195.14	53195.14	31917.00	1000.00	1000.00	1000.00	83112.22
314. Shri Ashok G. Hule	6-9-1980	15	1859.00	71.50	48262.50	30.5	2180.75	50443.25	50443.25	30265.95	2000.00	1000.00	1000.00	77769.20
315. Shri Namdev B. Korgaonkar 6-10-1983	12	1859.00	71.50	38610.00	10.5	750.75	39360.75	39360.75	23616.45	Not Paid	1000.00	1000.00	61977.20	
(Expired)														
316. Shri Krishna V. Hule	14-11-1983	12	1859.00	71.50	38610.00	13.5	965.25	39575.25	6971.25	32604.00	19562.40	2000.00	1000.00	49166.40
317. Shri Namdev G. Tari	15-2-1984	11	1859.00	71.50	35392.50	27.5	1966.25	37358.75	37358.75	22415.25	2000.00	1000.00	1000.00	57774.00
318. Shri Raghaba V. Keluskar	1-11-1984	11	1809.00	69.57	34437.15	10.0	695.70	35132.85	6052.59	29080.26	17448.16	2000.00	1000.00	43528.42
319. Shri Ashok M. Asolkar	1-11-1984	11	1809.00	69.57	34437.15	18.5	1287.05	35724.20	35724.20	21434.52	2000.00	1000.00	1000.00	54158.71
320. Shri Ravindra T. Yeragi	2-1-1985	10	1884.00	72.46	32607.00	32.5	2354.95	34961.95	34961.95	34961.95	20977.17	2000.00	1000.00	52939.12
321. Shri Chandrakant P. Krishnaji 10-1986	9	1734.00	66.69	27009.45	43.0	2867.67	29877.12	29877.12	17926.27	2000.00	1000.00	1000.00	44803.39	
322. Shri Mahesh P. Gosavi	1-10-1986	9	1734.00	66.69	27009.45	23.5	1567.22	28576.67	28576.67	17146.00	2000.00	1000.00	1000.00	42722.66
323. Shri Jagannath P. Sawant	23-9-1980	15	1814.00	69.76	47088.00	22.0	1534.72	48622.72	48622.72	29173.63	2000.00	1000.00	1000.00	74796.35
324. Shri Vitthal G. Tejani	1-10-1974	21	1584.00	60.92	57569.40	2.0	121.84	57691.24	57691.24	34614.74	Not Paid	1000.00	1000.00	91305.98
325. Shri Gangaram G. Gavandi	1-1-1968	27	1951.00	75.03	91161.45	43.0	3226.29	94387.74	94387.74	56632.64	2000.00	1000.00	1000.00	148020.38
326. Shri Sabaji Som Hadye	19-10-1970	25	1948.00	74.92	84285.00	41.0	3071.72	87356.72	87356.72	52414.03	2000.00	1000.00	1000.00	136770.75
(Expired)														
327. Shri Prakash P. Mane	5-2-1971	24	1940.00	74.61	80578.00	12.5	932.63	81511.43	81511.43	48906.86	2000.00	1000.00	1000.00	128418.28

3 GOGTE MINERALS, REDI.

PERMANENT WORKERS

[KONKAN CONTRACTORS (MINES)]

15 GOGTE MINERALS, REDI
GOGTE MINERALS (JETTY DEPARTMENT)

SEASONAL/TEMPORARY

Sr. No.	Name	Appoint- ment date	Total years of ser- vice	Total monthly salary wages	Daily wage rate	Compen- sation inclusive of legal days gratuity applic- able	EL & SL Amount due	EL & SL Amount due	Total Amount due	Amount paid by Gogte minerals	Total Amount paid by Gogte minerals	Total Interest for 6 years @ 10%	Total Interest for 6 years @ 10%	Advance by fomento in on 2000- 2001	Advance by fomento in on 2000- 2002	Balance due
349.	Shri Gopal R. Rane	2-10-1981	14	2091.00	80.42	50664.60	43.0	3458.06	54122.66	54122.66	32473.60	2000.00	1000.00	1000.00	83596.26	
350.	Shri Kashinath S. Pednekar	1-9-1974	21	2274.00	87.46	82649.70	37.5	3279.75	85929.45	85929.45	51557.67	2000.00	1000.00	1000.00	134487.12	
351.	Shri Ankush S. Khobrekar	1-10-1964	23	2409.00	92.65	95892.75	21.0	1945.65	97838.40	97838.40	58703.04	1000.00	1000.00	1000.00	155541.44	
352.	Shri Chandrakant N. Pednekar	1-10-1964	23	2409.00	92.65	95892.75	31.5	2918.48	98811.23	98811.23	59286.74	2000.00	1000.00	1000.00	155097.96	
353.	Shri Nagesh J. Gawade	10-10-1965	22	2409.00	92.65	91723.50	31.5	2918.48	94641.98	94641.98	17186.88	77455.10	46473.06	1000.00	121928.15	
354.	Shri Krishna G. Arondekar	1-10-1968	19	2409.00	92.65	79215.75	4.0	370.60	79586.35	79586.35	40135.98	1000.00	1000.00	1000.00	105029.28	
355.	Shri Baburao S. Yeragi	1-12-1968	19	2409.00	92.65	79215.75	20.0	1853.00	81068.75	81068.75	48641.25	2000.00	1000.00	1000.00	126710.00	
356.	Shri Ankush S. Pednekar	1-10-1969	18	2399.00	92.27	74738.70	19.0	1753.13	76491.83	76491.83	45895.10	2000.00	1000.00	1000.00	119386.93	
357.	Shri Subhash N. Tari	1-10-1977	13	2379.00	91.50	53527.89	23.5	2150.25	55677.75	55677.75	33406.65	2000.00	1000.00	1000.00	86684.40	
358.	Shri Rajaram S. Korgaonkar	7-11-1979	13	2247.00	86.42	50555.79	41.5	3586.43	54142.13	54142.13	11450.65	42691.48	25614.89	Not paid	67306.37	
359.	Shri Digamber R. Barde	7-11-1979	13	2247.00	86.42	50555.79	12.0	1037.64	51592.74	51592.74	30955.64	2000.00	1000.00	1000.00	79548.38	
360.	Shri Gattaram S. Desai	4-11-1981	13	2114.00	81.31	47566.35	31.5	2561.27	50127.62	50127.62	30076.57	1000.00	1000.00	1000.00	79204.18	
361.	Shri Govind S. Vengurlekar	27-11-1983	12	2023.00	77.81	42017.49	26.5	2061.97	44079.37	44079.37	8053.34	36026.03	21615.62	2000.00	1000.00	
362.	Shri Harishchandra V. Kambl	27-11-1983	12	2004.00	77.88	41623.20	13.0	1387.44	43010.64	43010.64	7322.6	35688.04	21412.82	1000.00	54641.64	
363.	Shri Suresh N. Masurkar	1-10-1970	17	2399.00	92.27	76586.55	9.0	830.43	71416.98	71416.98	42850.19	2000.00	1000.00	1000.00	111267.17	
364.	Shri Javav K. Ludric	1-10-1967	20	2399.00	91.12	82008.00	23.5	2141.32	84149.32	84149.32	50489.59	2000.00	1000.00	1000.00	131638.91	
365.	Shri Balkrishna Y. Tri	22-1-1971	16	2179.00	83.81	60343.26	39.5	3310.50	63653.70	63653.70	38192.22	2000.00	1000.00	1000.00	98845.91	
366.	Shri Sukharam A. Arondekar	1-11-1972	15	2169.00	83.12	56308.50	34.5	2877.99	59186.49	59186.49	35511.89	2000.00	1000.00	1000.00	91698.38	
367.	Shri Narayan S. Sarang	1-4-1973	15	2169.00	83.42	56308.50	28.5	2377.47	58685.97	58685.97	35211.58	2000.00	1000.00	1000.00	90897.55	
368.	Shri Lau Anant Suryaji	1-10-1976	13	2007.00	77.19	45156.15	10.5	810.50	45966.65	45966.65	27379.99	2000.00	1000.00	1000.00	70546.63	
369.	Shri Gopal R. Gavandi	1-2-1979	13	1974.00	75.92	44413.29	37.5	2847.00	47260.20	47260.20	28356.12	2000.00	1000.00	1000.00	72616.32	
370.	Shri Digambar V. Pednekar	1-3-1979	14	1911.00	25.04	47735.20	15.5	1238.16	48513.36	48513.36	29108.02	2000.00	1000.00	1000.00	75621.38	
371.	Shri Radhakrishna S. Bugade	1-11-1979	13	1974.00	75.92	43433.20	32.0	2429.44	46842.64	46842.64	28105.58	2000.00	1000.00	1000.00	71948.22	
372.	Shri Arjun M. Gavandi	1-12-1979	13	1974.00	75.92	44413.29	43.0	3264.56	47677.76	47677.76	28606.66	2000.00	1000.00	1000.00	73284.42	
373.	Shri Lukram G. Kambl	19-11-1983	12	1859.00	71.50	38610.00	42.0	3003.00	41613.00	41613.00	24967.80	2000.00	1000.00	1000.00	63580.80	
374.	Shri Abdulhamid A. Pathan	1-10-1983	12	1914.00	73.62	39754.86	15.5	1141.11	40895.91	40895.91	24537.55	2000.00	1000.00	1000.00	63433.46	
375.	Shri Vasant M. Chodankar	3-11-1983	12	1914.00	73.62	39754.80	35.5	2613.51	42368.31	42368.31	25420.99	2000.00	1000.00	1000.00	64789.30	
	TOTAL			1605184.65		60166.51	1665351.16	56706.52	1608644.64	965186.78	47000.00	22000.00	22000.00	2304831.42		

Sr. No.	Name	Appoint-ment date	Total years of service	Total monthly salary/ wages	Daily wage rate	Compen-sation inclusive of legal gratuity applicable	EL & SL Amount due	Total Amount due	Amount paid by Gogte minerals	Total Amount	Total Interest for 6 years @ 10%	Advance by fomento in 2000-2001	Advance paid by fomento on 8-9-2002	Balance date
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
376.	Shri Jagannath S. Sarvekar	2-10-1985	10	1926.00	74.08	33336.00	18.5	1370.48	34706.48	20823.89	2000.00	1000.00	\$2530.37	
377.	Shri Atmaram J. Salgaonkar	2-10-1985	10	1894.00	72.85	32782.50	19.5	1420.58	34203.08	20521.85	2000.00	1000.00	51724.92	
378.	Shri Atmaram B. Kankar	13-11-1983	12	1784.00	68.61	37049.40	12.0	823.32	37872.72	22723.63	2000.00	1000.00	57596.35	
379.	Shri Goraksha P. Gosavi	1-1-1987	9	1452.00	55.84	22615.20	24.0	1340.16	23955.36	14373.22	2000.00	1000.00	33328.58	
380.	Shri Baburao K. Chougale	6-1-1987	9	1452.00	55.84	22615.20	15.5	865.52	23480.72	14088.43	1000.00	1000.00	35569.15	
	TOTAL			148398.30		5020.06	154218.36		154218.36	92531.01	9000.00	5000.00	232749.37	
	GRAND TOTAL			2463979.15		919918.60	25559713.75		1180705.75	24379008.00	14627404.80	631000.00	307000.00	38066412.80

ANNEXURE B—CALCULATION MADE UPTO 31-12-2002

[A] 57 DISMISSED WORKERS LIST

I GOGTE MINERALS—PERMANENT

Sr. No.	Name	First Appoint-ment	Total years of service	Total monthly salary/ wages	Daily wage rate	Compen-sation inclusive of legal gratuity applicable	EL & SL Amount due	V.R.S. Payment	V.D.A.	Bonus	Total (10+11+12)	Amount paid by Gogte Minerals	Amount paid by fomento	Balance			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
1	Shri D. A. Sondagai	15-01-1975	28	2792.00	107.38	180406.15	90	9664.62	190070.77	44587.00	6208.60	240866.37	2000.00	1000.00	237866.37		
2.	Shri B.S. Gavade	29-09-1975	27	3438.00	132.23	214213.85	90	11900.77	226114.62	46419.00	7834.70	280368.32	2000.00	1000.00	277368.32		
3.	Shri G.L. Kamble	01-02-1979	24	3223.00	123.96	178504.62	90	11136.54	189561.15	46532.00	7355.95	243369.10	2000.00	1000.00	240369.10		
4.	Shri C.B. Naik	01-10-1979	23	3821.00	146.96	202806.92	90	13226.54	216033.46	47286.00	8549.20	271868.66	2000.00	1000.00	268868.66		
5.	Shri D.J. Patre	01-11-1979	23	3706.00	142.54	196703.08	90	12828.46	209531.54	48128.00	8211.95	265871.49	1000.00	1000.00	263871.49		
6.	Shri R.V. Tivrekar	28-10-1980	22	3788.00	145.69	192313.85	90	13112.31	205426.15	46824.00	8242.00	260492.15	2000.00	1000.00	257492.15		
7.	Shri J.N. Kerkar	12-09-1978	24	3706.00	142.54	203255.38	90	12828.46	218083.35	46779.00	7489.70	272352.55	2000.00	1000.00	269352.55		
8.	Shri Shekh Abushakh Husen	18-09-1970	32	2716.00	104.46	200566.15	26	2716.00	203282.15	10592.00	769.20	214643.35	2000.00	1000.00	211643.35		
9.	Shri S.P. Jadhav	18-11-1978	19	1320.50	50.79	57898.85	39	1980.75	59879.60			59879.60	1000.00	1000.00	57879.60		
10.	Shri M.V. Pilankar	29-09-1970	32	2386.00	99.46	190966.15	90	8951.54	199917.69	44856.00	5579.55	250353.24	2000.00	1000.00	248353.24		
11.	Shri R.J. Gavandi	17-11-1981	21	2866.00	110.23	138890.77	90	9920.77	148811.54	30832.00	3706.65	183350.19	2000.00	1000.00	180350.19		
	TOTAL			\$3962.50		1958525.77		108286.75	2066812.52	412855.00		63947.50	2543615.02		2000.00	1000.00	2513615.02

GOGTE MINERALS—TEMPORARY

Sr. No.	Name	First Appointment	Total years of service	Total monthly salary/ wages	Daily wage rate	Compensation inclusive of legal gratuity applicable	EL and SL Amount due	V.R.S Payment	V.D.A	Bonus	Total (10-11+ 12)	Amount paid by Google Minerals	Amount paid by Fomento Fomento	Amount paid by Google Minerals	Amount paid by Fomento Fomento on 8-9-2002	Balance
			3	4	5	6	7	8	9	10	11	12	13	14	15	16
12.	Shri U.M. Satoskar	03-12-1986	16	2234.00	85.92	61864.62	13	1117.00	62981.62	5896.35	238.00	69115.97	2000.00	1000.00	66115.97	66115.97
13.	Shri K.T. Salgonkar	07-10-1978	23	2490.00	95.77	99121.15	28	2681.54	101802.69	5759.20	230.00	107791.89	2000.00	1000.00	104791.89	104791.89
14.	Shri A.A. Farandis	23-11-1982	20	2335.00	90.58	81519.23	22	1992.69	83511.92	5612.40	192.00	89316.32	2000.00	1000.00	86316.32	86316.32
15.	Shri S.S. Adolkar	16-10-1980	22	2460.00	94.62	93669.23	17	1608.46	95277.69	5673.50	230.70	101181.89	2000.00	1000.00	981181.89	981181.89
16.	Shri N.P. Jadhav	03-11-1982	15	1380.00	53.08	53826.92	10	530.77	36357.69	530.77	160.00	36357.69	1000.00	1000.00	35357.69	35357.69
17.	Shri B.G. Josavi	12-11-1980	22	2490.00	95.77	94811.54	24	2298.46	97110.00	899.00	98009.00	2000.00	1000.00	95009.00	95009.00	
18.	Shri S.J. Naik	08-12-1984	13	2067.00	79.50	46507.50	35	2787.50	49290.00	925.00	50215.00	1000.00	1000.00	49215.00	49215.00	
19.	Shri P.S. Nader	31-05-1986	10	1764.00	67.85	30330.77	11	746.31	31277.08	31277.08	31277.08	31277.08	2000.00	1000.00	31277.08	31277.08
20.	Shri R.D. Madye	05-10-1979	23	2573.00	98.96	102425.19	1	98.96	102524.15	6743.00	301.00	109568.15	2000.00	1000.00	106568.15	106568.15
21.	Shri G.S. Tanavade	05-10-1984	18	2532.00	97.38	78881.54	30	2921.54	81803.08	5693.00	238.00	87734.08	2000.00	1000.00	87734.08	87734.08
22.	Shri S.K. Kanvalkar	05-11-1986	16	2180.00	83.85	60369.23	31	2599.23	52968.46	6449.00	267.00	69684.46	2000.00	1000.00	69684.46	69684.46
TOTAL:																
															18000.00	8000.00
															850251.53	824251.53

GOGGIE MINERALS-JETTY

Sr. No.	Name	First Appointment	Total years of service	Total monthly salary/ wages	Daily wage rate	Compensation inclusive of legal gratuity applicable	EL and SL Amount due	V.D.A.	Bonus	Total (10+11+12)	Amount paid by Gogte Minerals	Amount paid by Fomento	Amount paid by Fomento on 8-9-2002	Balance		
										11						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	
23	Shri Arjun A. Erolkar	13-11-1976	22	2662.00	102.38	.101350.77	10	1023.85	102384.62	4627.00	175.00	107186.62	2000.00	1000.00	106185.62	
24	Shri Anant G. Kamble	01-10-1976	21	2679.00	103.04	9731.35	37	3812.42	101183.77	6212.00	265.00	107660.77	2000.00	1000.00	104660.77	
25	Shri Ranu V. Patil	01-10-1975	25	2581.00	99.27	111677.88	9	893.42	112971.31	4873.00	223.00	117667.31	117667.31			
26	Shri Joibba T. Patil	01-11-1985	15	2696.00	103.69	69992.31	8	829.54	70821.85	4938.00	188.00	75947.85	103229.31	103229.31		
27	Shri Gopal H. Salam	01-10-1978	22	2536.00	98.31	97324.62	12	1179.69	98504.31	4527.00	198.00	103229.31	103462.38	103462.38		
28	Shri Ranu V. Rajgire	01-10-1978	22	2542.00	97.77	96791.54	5	488.85	97280.38	3129.00	53.00	91241.77	91241.77	91241.77		
29	Shri K. Subramanyam	17-10-1981	19	2536.00	98.31	84023.08	12	1179.69	85232.77	5654.00	355.00	99724.40	7120.00	7120.00		
30	Shri Laxman R. Gavade	01-10-1975	23	2530.90	97.34	100749.29	12	1168.01	101917.40	4707.00	220.00	106844.40	68997.92	68997.92		
31	Shri Hullappa S. Sanade	01-11-1984	16	2471.00	95.04	68427.69	6	570.23	68997.92							
TOTAL						827748.52			1114580	8318894.32	38667.00	1677.00	879238.32	2000.00	2000.00	868118.32

II C.M.T.S.—PERMANENT

Sr. No.	Name	First Appointment	Total years of service	Daily monthly salary/ wages	Compensation inclusive of legal days due	EL & SI. Amount	V.R.S. Payment	V.D.A.	Bonus	Total (10+11+12)	Amount paid by Gogte Minerals	Amount paid by Fomento	Amount paid by fomento on 8.9.2002	Balance		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
32.	Shri P.Y. Raut	01-08-1972	27	2412.00	92.77	150286.15	90	8349.23	158635.38	13678.40	947.10	173260.88	2000.00	1000.00	170260.88	
33.	Shri H.A. Bhagat	01-08-1972	27	2412.00	92.77	150288.15	90	8349.23	158635.38	13564.00	882.00	173081.38	2000.00	1000.00	17081.38	
34.	Shri S.J. Diya	01-08-1972	30	2586.00	99.46	179030.77	90	8951.54	187982.31	43968.00	5662.00	23761.31	2000.00	1000.00	23461.31	
35.	Shri Laft D. Draxi	01-12-1978	24	2521.00	96.96	136624.62	57	5526.81	145151.62	34412.00	3161.00	182724.42	2000.00	1000.00	179724.42	
36.	Shri Anant B. Kanyalkar	23-09-1977	25	2534.00	97.46	146392.31	90	8771.54	154963.85	44791.00	5790.00	205544.85	2000.00	1000.00	202544.85	
37.	Shri Sadashiv M. Redkar	24-09-1977	25	2534.00	97.46	146192.31	77	7504.54	153696.85	42460.00	5346.00	201502.85	2000.00	1000.00	198502.85	
38.	Shri P.M. Gavandi	21-09-1973	29	3728.00	143.38	249489.23	90	12904.62	262393.85	46120.00	8665.00	317178.85	2000.00	1000.00	314178.85	
39.	Shri D.M. Tashildar	23-09-1974	24	2686.00	103.31	148763.08	36	3719.08	132482.15	5281.00	15763.15	2000.00	1000.00	155763.15		
40.	Shri K.A. Nivjetkar	14-09-1974	18	1782.50	68.56	74042.31	41	2810.87	76833.77	76833.17	1000.00	1000.00	1000.00	1000.00	74853.17	
41.	Shri D.A. Hakkeri	18-12-1974	28	2956.00	113.69	191003.08	90	10232.31	201235.38	44018.00	6513.00	251766.38	1000.00	1000.00	249766.38	
TOTAL			26151.50			1574910.00		77119.75	1652029.75	288292.40	36966.10	197728.25	18000.00	9000.00	1950288.25	

C.M.T.S.—TEMPORARY

Sr. No.	Name	First Appointment	Total years of service	Daily monthly salary/ wages	Compensation inclusive of legal days due	EL & SI. Amount	V.R.S. Payment	V.D.A.	Bonus	Total (10+11+12)	Amount paid by Gogte Minerals	Amount paid by Fomento	Amount paid by fomento on 8.9.2002	Balance		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
42.	Shri A.M. Suryaji	06-01-1982	20	2532.00	97.38	87646.15	34	3311.08	90957.23	6692.00	276.00	97925.23	2000.00	1000.00	94925.23	
43.	Shri S.V. Mahadgot	05-12-1981	20	2532.00	97.38	87646.15	6	584.31	88230.46	6795.00	223.00	95248.46	2000.00	1000.00	92248.46	
44.	Shri N.I. Drikodkar	07-10-1980	18	2217.00	85.27	69068.08	17	1449.58	70517.65	122.00		70639.65	1000.00	1000.00	68639.65	
45.	Shri Sambhaji R. Ghopade	01-10-1978	20	2262.00	87.00	78300.00	15	1305.00	79605.00	1133.00		80738.00	1000.00	1000.00	79738.00	
TOTAL			9543.00			322660.38		6649.96	329310.35	14742.00	499.00	344551.35	6000.00	3000.00	335551.35	

III KONKAN CONTRACTORS—PERMANENT

Sr. No.	Name	First Appoint- ment	Total years of ser- service	Total monthly salary/ wages	Daily wage rate	Compen- sation & SL Amount due	EL & SL Payment	V.R.S.	V.D.A.	Bonus	Total (10+11+ 12)	Amount paid by Gogte Minerals	Amount paid by Fomento	Amount paid by fomento on 8-9-2002	Balance	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
46.	Shri Dattaram Ankush Kamble	01-09-1972	30	2498.00	96.08	172938.46	90	8646.92	181585.38	47651.00	5820.00	235056.38	2000.00	1000.00	232056.38	
47.	Shri Iawon Mukunda Narsule	01-11-1980	18	2198.00	84.54	91301.54	26	2198.00	93499.54	41980	9319.34	2000.00	1000.00	90919.34		
48.	Shri I. S. Beg	01-10-1970	26	1499.50	57.67	89970.00	55	3172.02	93142.02	93142.02	2000.00	1000.00	90142.02			
	TOTAL		6195.50			354210.00		14016.94	368226.94	48070.80	5820.00	422117.74	6000.00	3000.00	413117.74	

III KONKAN CONTRACTORS — TEMPORARY

Sr. No.	Name	First Appoint- ment	Total years of ser- service	Total monthly salary/ wages	Daily wage rate	Compen- sation & SL Amount due	EL & SL Payment	V.R.S.	V.D.A.	Bonus	Total (10+11+ 12)	Amount paid by Gogte Minerals	Amount paid by Fomento	Amount paid by fomento on 8-9-2002	Balance	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
49.	Shri Sagan S. Djuri	01-10-1970	22	1480.00	56.92	56353.85	36	2049.23	58403.08	6744.00	267.00	58403.08	2000.00	1000.00	55403.08	
50.	Shri Hemant T. Yeragi	18-10-1971	29	2644.00	101.69	132708.46	26	2644.00	133352.46	80212.46	19100	142363.46	2000.00	1000.00	139363.46	
51.	Shri Anand A. Raut	05-10-1983	18	2471.00	95.84	76981.15	34	3231.31	5664.00	5664.00	86067.46	2000.00	2000.00	84067.46		
52.	Shri S. B. More	13-10-1972	25	2644.00	101.69	114403.85	31	3152.46	117566.31	1225.00	118701.31	2000.00	1000.00	115781.31		
53.	Shri N. L. Dahholkar	02-09-1974	27	2712.00	104.31	125733.65	42	4380.92	131114.77	6986.00	313.00	138413.77	2000.00	1000.00	136413.77	
54.	Shri Ankush T. Tulaskar	01-10-1979	22	2556.00	98.31	97324.62	27	2654.31	99978.92	6543.00	259.00	106780.92	2000.00	1000.00	103780.92	
55.	Shri Ramesh A. Mamlekar	01-09-1970	31	2647.00	101.81	142021.73	38	3868.69	14590.42	6319.00	222.00	152631.42	2000.00	1000.00	149631.42	
56.	Shri Jairam A. Karikar	10-1-1972	25	2261.00	86.96	97831.73	22	1913.15	99744.88	1071.00	100815.88	2000.00	1000.00	97815.88		
	TOTAL		19415.00			844359.23		23894.08	868253.31	34752.00	1252.00	904257.31	16000.00	6000.00	882257.31	

III G. R. D. C. — TEMPORARY

Sr. No.	Name	First Appoint- ment	Total years of ser- service	Total monthly salary/ wages	Daily wage rate	Compen- sation & SL Amount due	EL & SL Payment	V.R.S.	V.D.A.	Bonus	Total (10+11+ 12)	Amount paid by Gogte Minerals	Amount paid by Fomento	Amount paid by fomento on 8-9-2002	Balance	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
57.	Shri Suresh S. Kerikar	19-09-1979	23	2575.00	99.04	102504.81	23	2277.88	104782.69	6011.00	254.00	111047.69	2000.00	1000.00	108047.69	
	TOTAL		2575.00			102504.81		2277.88	104782.69	6011.00	254.00	111047.69	2000.00	1000.00	108047.69	
	GRAND TOTAL		145641.40			6770445.63		262768.63	031214.26	887040.65	11211230	8032367.21	7120.00	86000.00	42000.00	7895247.21

ANNEXURE—C
CALCULATION MADE UPTO 31-12-2002
M/S. GOOTE MINERALS, REDI.

SL. No.	Name of worker	WAGES PERIOD FOR LOCKOUT			Total wages 01-02-92 to 31-01-93 31-01-92 salary x 12	Lock-out for lock- out period (3-4-5)	Lock-out wages (50%) after 05-02-93	Total 50% VDA difference amount (7+8)	Total Provident Fund 10%	Total (9+10)	10% interest for 4 years (11+12)	Total amount to be paid 2 months (13+14)	31-12-2002
		21-01-92	01-02-92	01-02-93									
1. Shri U.P. Rane	732.70	1905 x 12	22860.00	23592.70	11796.35	11796.35	164.32	11960.67	1196.07	13156.74	5473.20	18629.94	
2. Shri K.L. Morajkar	715.40	1860 x 12	22320.00	23035.40	11517.70	11517.70	164.32	11682.02	1168.20	12850.22	5345.69	18195.91	
3. Shri P.W. Mathakar	629.60	1637 x 12	19644.00	314.80	20588.40	10294.20	4911.00	15205.20	185.25	15390.45	1539.05	16929.50	
4. Shri S.E. Arolkar	775.00	2015 x 12	24180.00	24955.00	12477.50	12477.50	164.32	12641.82	1264.18	12641.82	12641.82	23972.16	
5. Shri A.Y. Korgaonkar	1034.60	2650 x 12	322280.00	517.30	33831.90	16915.95	8070.00	24985.95	185.25	25171.20	2517.12	27688.32	
6. Shri R.J. Kamble	757.60	1970 x 12	23640.00	378.80	24776.40	12388.20	3940.00	16328.20	192.77	16520.97	1652.10	18173.07	
7. Shri S.B. Ghorpade	761.50	1980 x 12	23760.00	380.75	24902.25	12451.13	12451.13	164.32	12615.45	1261.54	13876.99	13876.99	
8. Shri J.D. Karkar	780.75	2030 x 12	24360.00	25140.75	12570.38	12570.38	164.32	12734.70	1273.47	14008.16	14008.16	5827.40	
9. Shri K.I. Bastawadi	798.80	2077 x 12	24924.00	399.40	26122.20	13061.10	5192.50	18253.60	189.01	18442.61	1844.26	20286.87	
10. Shri J.L.D.Cruze	916.00	2382 x 12	28584.00	458.00	29938.00	14979.00	4764.00	19743.00	192.77	19935.77	1993.58	21929.35	
11. Shri M.B. Kamble	723.80	1882 x 12	22584.00	361.90	23669.70	11834.85	3764.00	15598.85	192.77	15791.62	15791.62	15791.62	
12. Shri A.N. Kushnaji	723.80	1882 x 12	22584.00	361.90	23669.70	11834.85	3764.00	15598.85	192.77	15791.62	15791.62	15791.62	
13. Shri V.D. Panjikar	644.60	1676 x 12	20112.00	322.30	21078.90	10539.45	5028.00	15567.45	185.25	15752.70	1575.27	17327.97	
14. Shri M.S. Kushnaji	723.80	1882 x 12	22584.00	361.90	23669.70	11834.85	3764.00	15598.85	192.77	15791.62	15791.62	15791.62	
15. Shri V.D. Kushnaji	648.00	1685 x 12	20220.00	324.00	21192.00	10596.00	5055.00	15651.00	185.25	15836.25	1583.63	17419.88	
16. Shri A.B. Nandgadkar	669.20	1740 x 12	20880.00	334.60	21883.80	10941.90	5220.00	16161.90	185.25	16347.15	1634.72	17981.87	
17. Shri L.D. Rau	648.00	1685 x 12	20220.00	224.00	21092.00	10546.00	5055.00	15601.00	185.25	15786.25	1578.63	17364.88	
18. Shri S.B. Redkar	601.50	1564 x 12	18768.00	375.00	19744.50	9872.25	9872.25	164.32	10036.57	1003.65	11040.23	4592.73	
19. Shri S.N. Bugde	601.50	1564 x 12	18768.00	300.75	19670.25	9835.13	3128.00	12963.13	192.77	13155.90	1315.59	14471.48	
20. Shri R.L. Redkar	571.50	1486 x 12	17832.00	285.75	18689.25	9344.63	9344.63	164.32	9508.95	950.89	10459.84	4351.29	
21. Shri F.S. Montero	593.00	1544 x 12	18528.00	296.90	19418.70	9709.35	9709.35	164.32	9873.67	987.37	10861.84	4518.19	
22. Shri A.B. Redkar	570.00	1482 x 12	17784.00	285.00	18639.00	9319.50	4446.00	13765.50	185.25	13950.75	1395.08	15345.83	
23. Shri S.N. Kamble	608.80	1583 x 12	18996.00	304.40	19909.20	9954.60	9954.60	164.32	10118.92	1011.89	11130.81	4630.42	
24. Shri L.R. Parulekar	623.80	1622 x 12	19464.00	311.90	20399.70	10199.85	10199.85	164.32	10364.17	1036.42	11400.59	4742.64	
25. Shri S.N. Nagolkar	553.80	1444 x 12	17328.00	276.90	18158.70	9079.35	9079.35	164.32	9243.67	924.37	10168.04	4229.90	
26. Shri P.G. Patab	553.80	1444 x 12	17228.00	276.90	18158.70	9079.35	9079.35	164.32	9243.67	924.37	10168.04	4229.90	

SL. No.	Name of worker	WAGES PERIOD FOR LOCOUT			Total wages 01-02-93 to 31-01-93	Lock-out period 01-02-93 to 05-02-93	Lock-out wages (50%) after 05-02-93	Total 50% VDA Amount (7+8) difference amount	Total Provident Fund 10% (9+10)	Total (11+12)	10% interest for 4 years (13+14)	Total amount to be paid (13+14)			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
27.	Shri A.K. Naik	553.80	1444 x 12	17328.00	276.90	18158.70	9079.35	2888.00	11967.35	192.77	12160.12	1216.01	13376.13	5564.47	18940.60
28.	Shri A.S. Bugde	563.80	1466 x 12	17592.00	281.90	18437.70	9218.85	9218.85	164.32	9183.17	918.32	10321.49	4293.74	14615.23	
29.	Shri K.K. Gosavi	533.80	1440 x 12	17280.00	276.90	18090.70	9045.35	2880.00	11925.35	192.77	12118.12	1211.81	13329.93	5545.25	18875.18
30.	Shri M.J. Gaotalkar	546.90	1422 x 12	17064.00	273.45	17884.35	8942.18	2844.00	11786.18	192.77	11918.95	1197.89	13176.84	5481.57	18658.40
31.	Shri S.B. Pednekar	546.90	1422 x 12	17064.00	273.45	17884.35	8942.18	8942.18	164.32	9106.50	910.65	10017.14	4167.13	14184.28	
32.	Shri A.A. Shetkar	546.90	1422 x 12	17064.00	273.45	17884.35	8942.18	2844.00	11786.18	192.77	11978.95	1197.89	13176.84	5481.57	18658.40
33.	Shri N.S. Bhosale	916.15	2382 x 12	28584.00	366.45	29866.60	14933.30	14933.30	164.32	15097.62	1509.76	16607.38	6908.67	23516.05	
34.	Shri M.G. Warkhankar	789.20	2052 x 12	24624.00	25413.20	12706.60	12706.60	12706.60	164.32	12870.92	1287.09	14158.01	5889.73	20047.74	
35.	Shri U.V. Satoskar	789.20	2052 x 12	24624.00	25413.20	12706.60	12706.60	12706.60	164.32	12870.92	1287.09	14158.01	5889.73	20047.74	
36.	Shri D.S. Kanayalakar	737.30	1917 x 12	23004.00	294.90	24036.20	12018.10	12018.10	164.32	12182.42	1218.24	13400.66	5574.68	18975.34	
37.	Shri L.F. Fernandes	696.00	1810 x 12	21720.00	348.00	22764.00	11382.00	11382.00	164.32	11546.32	1154.63	12700.95	5283.60	17984.55	
38.	Shri P.N. Pereira	725.60	1887 x 12	22644.00	362.80	23732.40	11866.20	3774.00	15640.20	192.77	15832.97	1583.30	17416.27	7245.17	24661.43
39.	Shri G.L. Sutar	646.00	1660 x 12	19920.00	323.00	20889.00	10444.50	10444.50	164.32	10608.82	1060.88	11669.70	4854.60	16524.30	
40.	Shri S.M. Deshpande	604.20	1571 x 12	18852.00	302.10	19758.30	9879.15	9879.15	164.32	10043.47	1004.35	11047.82	4595.89	15643.71	
41.	Shri A.S. Kambl	567.60	1476 x 12	17712.00	283.80	18563.40	9281.70	9281.70	164.32	9446.02	944.60	10390.62	4322.50	14713.12	
42.	Shri V.V. Chinchane kar	523.00	1360 x 12	16320.00	261.50	17104.50	8552.25	3400.00	11952.25	189.01	12141.26	1214.13	13355.39	5555.84	18911.23
43.	Shri D.N. Mayekar	731.50	1902 x 12	22824.00	365.75	23921.25	11960.63	11960.63	164.32	12124.95	1212.49	13337.44	5548.37	18885.81	
44.	Shri N.S. Kamat	631.00	1641 x 12	19692.00	315.50	20638.50	10319.25	10319.25	164.32	10483.57	1048.36	11531.93	4797.28	16329.21	
45.	Shri S.G. Arondekar	673.80	1752 x 12	21024.00	326.90	22024.70	11012.35	11012.35	164.32	11176.67	1117.67	12294.34	5114.44	17408.78	
46.	Shri P.D. Bhujang	683.40	1782 x 12	21384.00	342.70	22412.10	11206.05	3564.00	14770.05	192.77	14962.82	1496.28	16459.10	6846.99	23306.09
47.	Shri P.S. Pendse	673.80	1752 x 12	21024.00	336.90	22034.70	11017.35	11017.35	164.32	11181.67	1118.17	12299.84	5116.73	17416.57	
48.	Shri A.N. Ganpule	653.80	1700 x 12	20400.00	21053.80	10526.90	10526.90	10526.90	164.32	10691.22	1069.12	11760.34	4892.30	16652.64	
49.	Shri S.R. Desai	653.80	1700 x 12	20400.00	21053.80	10526.90	10526.90	10526.90	164.32	10691.22	1069.12	11760.34	4892.30	16652.64	
50.	Shri U.S. Padwal	573.80	1492 x 12	17904.00	286.90	18764.70	9382.35	2984.00	12366.35	192.77	12559.12	1255.91	13815.03	5747.03	19562.09
51.	Shri A.N. Kambl	576.50	1499 x 12	17988.00	288.25	18852.75	9426.38	2998.00	12424.38	192.77	12617.15	1261.71	13878.86	5773.61	19652.47
52.	Shri P.Y. Raut	553.80	1440 x 12	17280.00	276.90	18110.70	9055.35	9055.35	164.32	9219.67	921.97	10141.64	4218.92	14360.56	
TOTAL		34655.20	90154	1491.55	1130639475	56534738	9427756	65982488	913833	66876370	6687637	7239826	30076727	1023765.53	

Sl. No.	Name of worker	WAGES PERIOD FOR LOCKOUT			Total wages 01-02-92 to 31-01-93	Months 01-02-93 to 05-02-93 (3+4+5)	Lock-out wages (50%) after 05-02-93	Total VDA amount (7+8)	Total difference amount (9+10)	Provident Fund 10% (11+12)	Total 10% interest for 4 years (13+14)	Total amount to be paid (13+14)					
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
53. Shri V.B. Kanayalakar	556.50	1447 x 12	17364.00	278.25	18198.75	9099.38	9099.38	164.32	9263.70	926.37	10190.06	4239.07	14429.13				
54. Shri S.R. Kamblı	576.50	1499 x 12	17988.00	288.25	18852.75	9426.38	2998.00	12424.38	192.77	1261.71	1261.71	13878.86	5773.161	19652.47			
55. Shri A.G. Manjarekar	576.50	1499 x 12	17988.00	288.25	18852.75	9426.38	2998.00	12424.38	192.77	1261.71	1261.71	13878.86	5773.161	19652.47			
56. Shri M.P. Redkar	543.40	1423 x 12	17076.00	271.70	17891.10	8945.55	2846.00	11791.55	192.77	11984.32	1198.43	13182.75	5484.82	18666.78			
57. Shri K.M. Shiolkar	533.80	1440 x 12	17280.00	276.90	18090.70	9045.35	4320.00	13365.35	185.25	13550.60	1355.06	14905.66	6200.75	21106.41			
58. Shri A.M. Narsule	590.00	1534 x 12	18408.00	295.00	19293.00	9646.50			164.32	9810.82	981.08	10791.90	4489.43	15281.33			
59. Shri A.Y. Bhagat	547.00	1422 x 12	17064.00	273.50	17884.50	8942.25			164.32	9106.57	910.66	10017.23	4167.17	14184.39			
60. Shri D.S. Raut	553.80	1440 x 12	17280.00	275.90	18110.70	9055.35			164.32	9055.35	9219.67	921.97	10141.64	4218.92	14360.56		
61. Shri G.S. Kamblı	540.40	1405 x 12	16860.00	270.20	17670.60	8835.30	2810.00	11645.30	192.77	11838.07	1183.81	13021.88	5417.10	18438.98			
62. Shri M.G. Rane	540.40	1405 x 12	16860.00	270.20	17670.60	8835.30			164.32	8999.62	899.96	9899.58	4118.23	14017.81			
63. Shri H.T. Kadam	612.60	1593 x 12	19116.00	306.30	20034.90	10017.45			164.32	10017.45	10181.77	1018.18	11199.95	4659.18	15859.12		
64. Shri B.S. Rane	554.20	1441 x 12	17292.00	277.10	18123.30	9061.65			164.32	9061.65	9225.97	922.60	10148.57	4221.80	14370.37		
65. Shri R.M. Parab	560.40	1457 x 12	17484.00		18044.40	9022.20			164.32	9186.52	918.65	10105.17	4203.75	14308.92			
66. Shri S.G. Pandit	732.70	1905 x 12	22860.00	366.35	23959.05	11979.53			185.25	12164.78	1216.48	13381.25	5566.60	18947.85			
67. Shri S.R. Warkhankar	693.00	1802 x 12	21624.00	346.50	22663.50	11331.75			164.32	11331.75	11496.07	1149.61	12645.68	5260.60	17906.28		
68. Shri M.B. Awade	723.00	1882 x 12	22584.00	361.90	23669.70	11834.85			192.77	12027.62	1202.76	13230.38	5503.84	18734.22			
69. Shri L.V. Ansurkar	1050.75	2732 x 12	32784.00		33834.75	16917.38			164.32	17081.70	1708.17	18789.86	7816.58	26606.45			
70. Shri V.C. Satoskar	567.60	1476 x 12	17712.00	283.80	18563.40	9281.70			185.25	9466.95	946.70	10413.65	4332.08	14745.72			
71. Shri B.J. Diya	612.00	1591 x 12	19092.00	306.00	20010.00	10005.00			192.77	10197.77	1019.78	11217.55	4666.50	15884.05			
72. Shri A.N. Parsekar	627.30	1631 X 12	19572.00	313.65	20512.95	10236.48			10256.48	164.32	10420.00	1042.08	11462.87	4768.56	16231.43		
73. Shri S.J. Masurkar	592.30	1546 X 12	18552.00	296.15	19440.45	9720.23			9720.23	185.25	9905.48	990.55	10896.02	4532.75	15428.77		
74. Shri S.S. Bale	603.00	1570 x 12	18840.00	301.90	19745.70	9872.85			9872.85	185.25	10058.10	1005.81	11063.91	4602.59	15666.50		
75. Shri A.R. Nestri	553.80	1444 x 12	17328.00	276.90	18158.70	9079.35			9079.35	164.32	9243.67	924.37	10168.04	4229.90	14397.94		
76. Shri B.M.D Souza	648.80	1687 x 12	20244.00	324.40	21217.20	10608.60			10608.60	164.32	10772.92	1077.29	11850.21	4929.69	16779.90		
77. Shri R.D. Sutar	641.50	1658 x 12	20016.00	320.75	20978.25	10489.13			10489.13	192.77	10681.90	1068.19	11750.08	4888.04	16638.12		
78. Shri M.T. Kamblı	752.70	1957 x 12	23484.00		24236.70	12118.35			12118.35	164.32	12282.67	1228.27	1510.96	510.96	1739.23		
79. Shri N.K. Tivarekar	782.70	2035 x 12	24420.00		25202.70	12601.35			12601.35	164.32	12765.67	1276.57	531.05	1007.62			
80. Shri J.V. Gavade	752.70	1957 x 12	23484.00		24236.70	12118.35			12118.35	164.32	12282.67	1228.27	510.96	1739.23			
81. Shri K.S. Kamat	711.50	1850 x 12	22200.00		22911.50	11455.75			11455.75	164.32	11620.07	1162.01	483.39	1645.40			
82. Shri B.N. Arondekar	752.50	1957 x 12	23484.00		24236.50	12118.25			12118.25	164.32	12282.57	1228.26	510.95	1739.21			
83. Shri Y.S. Naik	554.20	1441 x 12	17292.00	277.10	18123.30	9061.65			9061.65	164.32	9225.97	922.60	10148.57	4221.80	14370.37		
TOTAL	19639.15	51136		7147.95	640419.10	320209.55	15972.00	336181.55	5397.72	341579.27	341579.93	314503.55	13083.48	445337.02			

M/S. GOGTE MINERALS, (JETTY)

list of workers and 50% waves during lock-out period is 21/01/1992 to 05/02/1993

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
84.	Shri B.R. Redkar	756.90	1968 x 12	23616.00	378.45	24751.35	12375.68	5904.00	18279.68	185.25	18464.93	1846.49	20311.42	8449.55	28760.97	
85.	Shri K.J. Mhaskar	669.20	1740 x 12	20880.00	334.60	21883.80	10941.90	5220.00	16161.90	185.25	16347.15	16347.15	17981.87	7480.46	25462.32	
86.	Shri D.S. Tandel	660.80	1718 x 12	20616.00	330.40	21607.20	10803.60	5154.00	15957.60	185.25	16142.85	16142.85	17757.14	7386.97	25144.10	
87.	Shri H.M. Solkar	652.00	1695 x 12	20340.00	326.00	21318.00	18659.00	5085.00	15744.00	185.25	15929.25	15929.25	17522.18	7289.22	24811.40	
88.	Shri R.T. Tulaskar	652.00	1695 x 12	20340.00	326.00	21318.00	10659.00	5085.00	15744.00	185.25	15929.25	15929.25	17522.18	7289.22	24811.40	
89.	Shri S.V.Kocharekar	652.00	1695 x 12	20340.00	326.00	21318.00	10659.00	5085.00	15744.00	185.25	15929.25	15929.25	17522.18	7289.22	24811.40	
90.	Shri S.G. Gadekar	574.00	1493 x 12	17916.00	287.00	18777.00	9388.50	9388.50	9388.50	164.32	9552.82	9552.82	10508.10	4371.37	14879.47	
91.	Shri J.M. Palekar	577.00	1500 x 12	18000.00	288.50	18865.50	9432.75	9432.75	9432.75	164.32	9597.07	9597.07	10556.78	4391.62	14948.40	
TOTAL	5193.90	13504	—	2596.95	169838.85	84919.43	31533.00	116452.43	1440.14	117892.57	11789.26	129681.82	53947.64	183629.46		

M/S. CENTRAL MINING AND TRADING SYNDICATE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
92.	Shri P.V. Joshi	780.75	2030 x 12	24360.00	156.00	25296.75	12648.38	12648.38	164.32	12812.70	1281.27	1281.27	533.01	1814.28	
93.	Shri S.K. Satoskar	651.90	1695 x 12	20340.00	226.00	21217.90	10608.95	5085.00	15693.95	185.25	15879.20	1587.92	17467.12	7266.32	24733.44
94.	Shri K.P. Paranjpe	585.75	1523 x 12	18276.00	292.90	19154.65	9577.33	4569.00	14146.33	185.25	14331.58	1433.16	15764.73	6558.13	22322.86
95.	Shri H.B. Hukkeri	709.60	1845 x 12	22140.00	395.30	23244.90	11622.45	5535.00	17157.45	185.25	17342.70	1734.27	19076.97	7936.02	27012.99
96.	Shri K.D. Draxi	723.80	1832 x 12	22584.00	361.90	23669.70	11834.85	5646.00	17480.85	185.25	17666.10	1766.61	19432.71	8084.01	27516.72
97.	Shri S.B.Rane	593.80	1544 x 12	18528.00	296.90	19418.70	9709.35	9709.35	164.32	9873.67	987.37	10861.04	4518.19	15379.23	
98.	Shri B.B. Manjarekar	593.80	1544 x 12	18528.00	296.90	19418.70	9709.35	9709.35	164.32	9873.67	987.37	10861.04	4518.19	15379.23	
99.	Shri M.L. Redkar	586.00	1524 x 12	18288.40	293.00	19167.00	9583.50	4572.00	14155.50	185.25	14340.75	1434.08	15774.83	6562.33	22333.715
100.	Shri D.K. Budhiyal	540.40	1405 x 12	16860.00	270.20	17670.60	8835.30	2810.00	11645.30	192.77	11838.07	1183.81	13021.88	5417.10	18438.98
101.	Shri B.H. Tasildar	655.70	1705 x 12	20460.00	327.85	21443.55	10721.78	3410.00	14131.78	192.77	14324.55	1432.45	15757.00	6554.91	22311.91

Sl. No.	Name of worker	WAGES PERIOD FOR LOCKOUT			Total wages 01-02-93 to 31-01-93	Lock-out wages for lock- out period 05-02-93 (3+4+5)	50% wages for lock- out period 05-02-93 (3+4+5)	Lock-out wages Amount (50%)	Total amount (9+10)	Provident Fund 10%	Total amount (11+12)	10% Interest for 4 years 2 Months 31-12-2002 (13+14)	Total amount paid (13+14)		
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
102. Shri R.I. Shaikh	560.40	1457 x 12	17484.00	280.20	18324.60	9162.30	2914.00	12076.30	192.77	12269.07	1226.91	13495.98	5614.33	19110.30	
103. Shri V.R. Salgaonkar	560.40	1457 x 12	17484.00	280.20	18324.60	9162.30	2914.00	12076.30	192.77	12269.07	1226.91	13495.98	5614.33	19110.30	
104. Shri D.B. Tiwarkar	618.00	1607 x 12	19284.00	309.00	20211.00	10105.50		10105.50	164.32	10269.82	1026.98	11296.80	4699.47	15996.27	
105. Shri J.G. Phaiji	533.80	1388 x 12	16656.00	266.90	17456.70	8728.35	2776.00	11504.35	192.77	11697.12	1169.71	12866.83	5352.60	18219.43	
106. Shri D.M. Redkar	533.80	1388 x 12	16656.00	266.90	17456.70	8728.35	2776.00	11504.35	192.77	11697.12	1169.71	12866.83	5352.60	18219.43	
107. Shri S.S. Dharne	533.80	1388 x 12	16656.00	266.90	17456.70	8728.35	2776.00	11504.35	192.77	11697.12	1169.71	12866.83	5352.60	18219.43	
108. Shri L.S. Redkar	533.80	1440 x 12	17280.00	276.90	18090.70	9045.35	2880.00	11925.35	192.77	12118.12	1211.81	13329.93	5545.25	18875.18	
109. Shri S.T. Tendolkar	673.80	1752 x 12	21024.00	336.90	22034.70	11017.35	5256.00	16273.35	185.25	16458.60	1645.86	18104.46	7531.46	25635.92	
110. Shri S.N. Gadekar	663.80	1726 x 12	20712.00	21375.80	10687.90		10687.90	164.32	10852.22	1885.22	11937.44	4965.98	16903.42		
111. Shri C.D. Draxi	650.70	1692 x 12	20304.00	325.40	21280.10	10640.05		10640.05	164.32	10884.37	1888.40	11884.81	4944.08	16828.89	
112. Shri D.K. Arolkar	673.80	1752 x 12	21024.00	336.90	22034.70	11017.35	3504.00	14521.35	192.77	14714.12	1471.41	16185.53	6733.18	22918.71	
113. Shri D.N. Gadekar	576.50	1499 x 12	17988.00	18564.50	9282.25		9282.25	164.32	9446.57	9446.57	10391.23	4322.75	14713.98		
114. Shri G.A. Kerkar	551.90	1435 x 12	17220.00	275.00	18046.90	9023.45		9023.45	164.32	9187.77	918.77	10106.55	4284.32	14310.87	
115. Shri L.S. Redkar	551.90	1435 x 12	17220.00	276.00	18047.90	9023.95		9023.95	164.32	9188.27	918.83	10107.10	4204.55	14311.65	
116. Shri G.V. Bhagat	553.80	1440 x 12	17220.00	276.90	18110.70	9055.35	2880.00	11935.35	192.77	12128.12	1212.81	13340.93	5549.83	18890.76	
117. Shri J.J. Fernandes	553.80	1440 x 12	17280.00	276.90	18110.70	9055.35		9055.35	164.32	9219.67	921.97	10141.14	4218.92	14360.56	
118. Shri A.S. Kudao	553.80	1440 x 12	17280.00	276.00	18109.80	9054.90		9054.90	164.32	9219.22	921.92	10141.14	4218.72	14339.86	
119. Shri A.R. Gavade	542.30	1410 x 12	16950.00	271.15	17733.45	8866.73	2820.00	11686.73	192.77	11879.50	1187.95	13067.44	5416.06	18503.50	
120. Shri A.J. Jeral	553.80	1440 x 12	17280.00	276.00	18109.80	9054.90	2880.00	11934.90	192.77	12127.67	1212.77	13340.44	5549.62	18890.06	
121. Shri T.S. Kerkar	531.90	1435 x 12	17220.00	276.00	18027.90	9013.95	2870.00	11883.95	192.77	12076.72	1207.67	13284.39	5526.31	18810.70	
122. Shri G.M. Chhadkar	599.40	1530 x 12	18368.00	294.20	19233.60	9626.80		9626.80	164.32	9791.12	979.11	10770.23	4480.42	15250.65	
123. Shri A.H. Tasildar	542.70	1411 x 12	16932.00	271.35	17746.05	8873.03	2822.00	11695.03	192.77	11887.80	1188.78	13076.57	5439.85	18516.43	
124. Shri K.R. Redkar	542.30	1410 x 12	16920.00	271.15	17733.45	8866.73	2820.00	11686.73	192.77	11879.50	1187.95	13067.44	5436.06	18503.50	
125. Shri S.R. Joshi	677.70	1762 x 12	21144.00	338.85	22160.55	11000.28	3524.00	14604.28	192.77	14797.05	1479.70	1479.70	615.56	2095.26	
126. Shri M.N. Gumaste	921.90	2397 x 12	28764.00	461.00	30146.90	15073.45	4794.00	19867.45	164.32	20031.77	2003.18	2003.18	833.32	2836.50	
127. Shri S.G. Warkhankar	588.40	1530 x 12	18360.00	294.20	19242.60	9621.30	3060.00	12681.30	164.32	12845.62	12845.62	14130.18	5878.16	20008.34	
TOTAL	21799.70	56758		9997.85	712893.55	3556446.78	85893.00	442339.78	6496.30	446836.08	44883.61	445078.17	185568.52	631646.69	

M/S. KONKAN CONTRACTORS

LIST OF WORKERS AND 50% WAGES DURING LOCK-OUT PERIOD I.E. 21-1-1992 TO 5-2-1993

SL. No.	Name of worker	WAGES PERIOD FOR LOCKOUT			Total wages 01-02-92 to 31-01-93 31-01-92 salary	Lock-out wages for lock- out period 1 to 05-02-93 Months	50% wages out period (3-4-5)	Total difference amount (50%) after 05-02-93	Total VDA amount (9+10)	Total Provident Fund 1.0%	Total (11+12)	10% interest for 4 years 2 months 31-12-2002 (13+14)	Total amount to be paid		
		3	4	5											
128	Shri D.S. Raut	571.00	1485 × 12	17820.00	285.50	18676.50	9338.25	9338.25	164.32	9502.57	950.26	10452.83	4348.38	14801.20	
129	Shri G.B. Padwal	549.20	1428 × 12	17136.00	274.60	17959.80	8979.90	4284.00	13263.90	185.25	13449.15	1344.92	14794.07	6154.33	20948.40
130	Shri R.D. Naik	676.70	1757 × 12	21084.00	21760.70	10880.35		10880.35	164.32	11044.67	1104.47	12149.14	5054.04	17203.18	
131	Shri V.S. Raut	557.70	1450 × 12	17400.00	278.85	18236.55	9118.28	9118.28	164.32	9282.60	928.26	10210.85	4247.72	14458.57	
132	Shri V.P. Gosavi	562.30	1462 × 12	17544.00	281.15	18387.45	9193.73	9193.73	164.32	9358.05	935.80	10293.85	4282.24	14576.09	
133	Shri S.M. Kanayalkar	548.50	1426 × 12	17112.00	274.25	17934.75	8967.38	2852.00	11819.38	192.77	12012.15	1201.21	13213.36	5496.76	18710.12
134	Shri S.B. Shantide	548.80	1427 × 12	17124.00	274.40	17947.20	8973.60	2854.00	11827.60	192.77	12020.37	1202.04	13222.41	5500.52	18722.93
135	Shri R.N. Gosavi	528.80	1375 × 12	16500.00	264.40	17293.20	8646.60	4125.00	122771.60	185.25	12956.85	1295.69	14222.54	5929.05	20181.59
136	Shri N.A. Ghube	663.50	1725 × 12	20700.00	331.75	21695.25	10847.63	10847.63	164.32	11001.95	1101.19	12113.14	5039.07	17152.21	
137	Shri D.M. Bastwadkar	661.50	1720 × 12	20640.00	330.75	21632.25	10816.13	10816.13	185.25	11001.38	1100.14	12101.51	5034.23	17135.74	
138	Shri R.M. Malage	540.30	1405 × 12	16860.00	17400.30	8700.15		8700.15	164.25	8864.40	886.44	886.44	368.76	1255.20	
139	Shri M.G. Atar	555.80	1445 × 12	17340.00	17895.80	8947.90		8947.90	164.25	9112.15	911.22	911.22	379.07	1290.20	
140	Shri R.R. Khar	531.50	1382 × 12	16584.00	17115.50	8557.75		8557.75	164.25	8722.00	872.20	872.20	362.84	1235.04	
141	Shri S.R. Kanayalkar	528.80	1375 × 12	16500.00	17028.80	8514.40		8514.40	164.25	8678.65	867.87	867.87	361.03	1228.90	
142	Shri S.D. Kerkar (Jetty)	562.00	1463 × 12	17556.00	281.35	18399.35	9199.68	9199.68	164.32	9364.00	936.40	10300.39	4284.96	14585.36	
	TOTAL	8586.40	22325	2877.00	279363.40	139681.70	14115.00	153796.70	2584.21	156380.91	15638.09	136641.80	56842.99	193484.79	

U.S. GENERAL RESEARCH AND DEVELOPMENT CORPORATION

TOTAL	3169.50	8838	1699.35	110924.85	55462.43	3993.00	59455.43	1006.85	60462.28	6046.23	66508.50	27667.54	94176.04
GRAND TOTAL	93043.85	242715	38510.65	3644134.50	15220672.75	245383.50	1767850.75	26064.05	1793914.80	179391.48	1816412.10	755627.43	2572038.55

ANNEXURE D
**STATEMENT SHOWING THE SERVICE COMPENSATION TO THE WINCHMAN WHO WERE NOT ENGAGED IN SERVICE SINCE OCT.'91
TO 31.12.2007**

ANNEXURE E

**LIST OF EMPLOYEES WHO HAVE TAKEN V.R.S. ADVANCE UNDER BENEFIT IN
THE YEAR 1997**

Sr. No.	Name of Workers	Amount Rs..	Sr. No.	Name of Workers	Amount (Rs.)
1.	D.N. Mayekar	3,000	29.	A.N. Ganpule	3,000
2.	S.G. Arondekar	3,000	30.	R.Y. Satoskar	3,000
3.	A.S. Pendese	3,000	31.	Ankush Vengurlekar	3,000
4.	S.R. Desai	3,000	32.	V.B. Pawar	3,000
5.	N.S. Kamat	3,000	33.	S.N. Torc	3,000
6.	K.L. Morajkar	3,000	34.	Y.S. Naik	3,000
7.	A.A. Shetkar	3,000	35.	Y.G. Redkar	3,000
8.	J.D. Kerkar	3,000	36.	M.K. Paranjape	3,000
9.	S.M. Deshpande	3,000	37.	M.N. Bandekar	3,000
10.	U.V. Satoskar	3,000	38.	P.J. Rane	3,000
11.	D.S. Kanyalkar	3,000	39.	B.G. Dalvi	3,000
12.	L.F. Fernandis	3,000	40.	D.B. Varak	3,000
13.	J.D. Cruz	3,000	41.	D.M. Chikongiri	3,000
14.	V.V. Chinchnekar	3,000	42.	A.R. Shetkar	3,000
15.	H.M. Solkar	3,000	43.	D.A. More	3,000
16.	R.T. Tulaskar	3,000	44.	D.A. Misal	3,000
17.	S.V. Kocharedkar	3,000	45.	M.I. Bastawadi	3,000
18.	D.S. Tariel	3,000	46.	S.K. Dhmuri	3,000
19.	D.K. Arolkar	3,000	47.	K.V. Hule	3,000
20.	G.V. Bhagat	3,000	48.	R.V. Keluskar	3,000
21.	R.Y. Gosavi	3,000	49.	D.Y. Gosavi	3,000
22.	M.J. Akhtar	3,000	50.	R.G. Gosavi	3,000
23.	R.M. Mhalge	3,000	51.	V.N. Mamalekar	3,000
24.	P.T. Kaunbali	3,000	52.	N.J. Gawade	3,000
25.	Y.S.P. Tendolkar	3,000	53.	K.G. Arondekar	3,000
26.	M.T. Kaunbli	3,000	54.	R.S. Korgaonkar	3,000
27.	B.N. Arondekar	3,000	55.	G.S. Vengurlakar	3,000
28.	K.S. Kamat	3,000	56.	H.V. Kambale	3,000
			57.	P.V. Joshi	3,000
			Total Rs.		87,000
			Grand Total Rs.		1,71,000
		84,000			

नई दिल्ली, 22 अगस्त, 2003

का०आ० 2612.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं जी.एन. अग्रवाल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुद्रवाल नं. 2 के पंचाट (संदर्भ संख्या 11/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2003 को प्राप्त हुआ था।

[सं. एल-29011/86/2002-आईआर(विवाद)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2612.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2003) of the Central Government Industrial Tribunal cum Labour Court, Mumbai No. 2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s G. N. Agarwal and their workmen, which was received by the Central Government on 18-8-2003.

[No. L-29011/86/2002-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT MUMBAI

PRESENT:

S. N. SAUNDANKAR

Presiding Officer

Reference No. CGIT-2/11 of 2003

EMPLOYERS IN RELATION TO THE MANAGEMENT OF M/S. G.N. AGARWAL, MARGAO, GOA

The Karta,
M/s. G. N. Agarwal,
Anand Bhawan,
Station Road,
Margao, Goa,
V/s.

THEIR WORKMEN

The General Secretary,
United Mine Workers Union,
Shetye Sankul, 3rd Floor,
Tisk Ponda, Goa.

APPEARANCES:

For the Employers : Mr. B. B. Naik,
Representative

For the Workmen : Mr. P. Gaonkar,
Representative

Camp : Goa, Dated, the 9th July, 2003

AWARD

The Government of India, Ministry of Labour by its Order No. L-29011/86/2002/IR(M) dated 20-02-2003 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether M/s. G.N. Agarwal, Margao, Goa is the employer in respect of workmen mentioned in the list of workmen (Annexure ‘A’ and ‘B’) submitted by the United Mine Workers Union, Goa? If so, whether the action of the management of M/s. G.N. Agarwal in refusing employment to these workmen w.e.f. 11-3-2002 is legal and justified? If not, to what relief the workmen are entitled?”

ANNEXURE ‘A’

Name of the workers employed by M/s. G.N. Agarwal-Bimbhal-Mine

Sr. No.	Name of the workmen	Designation
1	2	3
1.	Santosh Naik	Welder
2.	Ramdas Desai	Operator
3.	Sachin Desai	Gen. Operator
4.	Dilip Priolekar	Electrician
5.	Prashant Khedekar	Supervisor
6.	Ankush Desai	Pump-Operator
7.	Ashok Naik	Drill-Helper
8.	Manohar Gaonkar	Operator
9.	Jaspal Singh	Operator
10.	Mangaldas Chari	Gen. Helper
11.	Balu Gurav	Gen. Helper
12.	Dhondu Athawadkar	Helper
13.	Dhondu Tato	Pump-Operator
14.	Premanand Khandeparkar	Store-Keeper
15.	Premand Desai	Helper
16.	Babu Manppo	Helper
17.	Thakao Redkho	Helper
18.	Bhago Pandermiphii	Helper
19.	Parsha Bhonsle	Labour
20.	Parshuram Bhonsle	Labour
21.	Muttappa Bhonsle	Labour
22.	Suresh Wadar	Labour
23.	Raja Dhoterekar	Labour
24.	Balkrishna Gaonkar	Labour
25.	Rajendra Velip	Labour
26.	Ambro Labhor	Labour

1	2	3	1	2	3
27.	Sanjay Mamlekar	Electrician	28.	Nilesh Prabhu	Store Keeper
28.	Prakash Naik	Driver	29.	Prakash Desai	Operator
29.	Parshuram Wadar	Driver	30.	Hemant D. Naik	Mine Mate
30.	Ramesh Narvenkar	Driver	31.	P.A. Suresh	Operator
31.	Kumar Arumugam	Driver	32.	Narayan Kesarkar	Operator
32.	Nilesh Prabhu	Store Keeper	33.	Balu Chikoti	W/L Operator
33.	Prakash Desai	Operator	34.	Hanumanth Bhonsle	Labour
34.	Hemant D. Naik	Mine Mate	35.	Rammanna Bhonsle	Labour
35.	P.A. Suresh	Operator	36.	Laxman Patil	Labour
36.	Narayan Kesarkar	Operator			
37.	Balu Chikoti	W/L Operator			
38.	Hanumanth Bhonsle	Labour			
39.	Rammanna Bhonsle	Labour			
40.	Laxman Patil	Labour			

ANNEXURE—‘B’

**Name of the workers employed by M/s. G.N. Agarwal—
Bimbai-Mine**

Sr.No.	Name of the workmen	Designation	1	2	3
1.	Santosh Naik	Welde			
2.	Ramdas Desai	Operator			
3.	Sachin Desai	Gen. Operator			
4.	Dilip Priolekar	Electrician			
5.	Prashant Khedekar	Supervisor			
6.	Ankush Desai	Pump-Operator			
7.	Ashok Naik	Drill-Helper			
8.	Manohar Gaonkar	Operator			
9.	Jaspal Singh	Operator			
10.	Mangaldas Chari	Gen. Helper			
11.	Balu Gurav	Gen. Helper			
12.	Dhondu Athawadkar	Helper			
13.	Dhondu Tato	Pump-Operator			
14.	Premanand Khandeparkar	Store-Keeper			
15.	Premand Desai	Helper			
16.	Babu Manppo	Helper			
17.	Thakao Redkho	Helper			
18.	Bhago Pandermishal	Helper			
19.	Parsha Bhonsle	Labour			
20.	Parshuram Bhonsle	Labour			
21.	Muttappa Bhonsle	Labour			
22.	Suresh Wadar	Labour			
23.	Raja Dhotherekar	Labour			
24.	Balkrishna Gaonkar	Labour			
25.	Rajendra Velip	Labour			
26.	Ambro Labhor	Labour			
27.	Sanjay Mamlekar	Electrician			

2. On receipt of notices both the parties appeared and vide purshis (Exhibit-7) pointed out that the dispute has amicably been settled, and therefore, it be disposed of. Hence, the order :—

ORDER

Reference stands disposed of as settled vide purshis (Exhibit-7).

S.N. SAUNDANKAR, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI**

Reference No. CGIT-2/11 of 2003

M/s. G. N. AGARWAL ...Employer/Party I
V/s.

THEIR WORKMEN ...Workman/Party II

MAY IT PLEASE YOUR HONOUR.

The workmen submits that the dispute between the parties was settled amicably and now there is no dispute exist.

In view of above submission the party submits that no dispute award be passed in the matter.

For Party I (B. B. Naik)

For Party II

Date : 09-07-2003.

(P. GAONKAR)

Place : Vasco-da gama, Goa.

Gen. Secretary

नई दिल्ली, 22 अगस्त, 2003

का०आ० 2613.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं ओ.एन. जी.सी. लिमिटेड के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, मुंबई नं. 2 के पंचाट (संदर्भ संख्या 188/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-2003 को प्राप्त हुआ था।

[सं. एल-30012/26/99-आईआर०(विविध)]
बी० एम० डेविड, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2613.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 188/99)

of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd., and their workman, which was received by the Central Government on 22-8-2003.

[No. L-30012/26/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

S. N. SAUNDANKAR, Presiding Officer.

REFERENCE NO. CGIT-2/188 of 1999

EMPLOYERS IN RELATION TO THE MANAGEMENT OF OIL AND NATURAL GAS CORPORATION LIMITED

The Regional Director (MRBC),
Oil and Natural Gas Corporation Limited,
Vasudhara Bhavan, Bandra (E),
MUMBAI-400051.

V/s.

THEIR WORKMEN

The Secretary General,
Petroleum Employees Union,
Tel-Rasayan Bhavan,
Tilak Road, Dadar,
Mumbai-400014.

APPEARANCES:

For the Employer : Mr. G.D. Talreja,
Representative.

For the Workmen : Mr. Jaiprakash Sawant,
Advocate.

Mumbai, dated, 6th June, 2003

AWARD

PART-II

By the Interim Award dated 20-2-2002 this Tribunal held that the domestic inquiry conducted against the workman Kamat was as per the Principles of Natural Justice and the findings of the Inquiry Officer are not perverse. Consequently under Section 11A of the Industrial Disputes Act this Tribunal has to consider whether the punishment of termination imposed on the workman is legal and justified in the context of the action of the management.

2. Workman Kamat who was working as Cleaner Grade-II in the service of the company was terminated w.e.f. 27-6-1994 on holding domestic inquiry for unauthorised absenteeism from 16-8-1991 to 14-8-1992 and the said charge found proved. It is the contention of workman that he was sick and therefore he could not attend the duty during the above said period and that he was not allowed

to join the duty later on. On the other hand managements contention is that workman remained absent without intimation disrupting the smooth working of Transport Section which amount to misconduct under the Discipline and Appeal Rules, 1976 for which the punishment of termination is adequate which has been imposed on the workman. It is further contended that the past record of the workman was blemished for which he was punished with stoppage of five increments for his absence and that a penal interest was recovered for non-utilisation of house loan amount. It is contended that considering the past record, length of service and the gravity of proved charge, the punishment imposed is proportionate.

3. On the quantum punishment workman Kamat filed his affidavit in lieu of Examination in Chief (Exhibit-29) and closed evidence vide purshis (Exhibit-34) and in rebuttal, Manager of the company Mr. Bhatti filed affidavit (Exhibit-36) and closed oral evidence vide purshis (Exhibit-40).

4. Workman filed written submissions (Exhibit-43) and the management (Exhibit-44). On going through the record, written submissions and hearing the Learned Counsels, I record my findings on the following issues for the reasons mentioned below :

Issues	Findings
3. Whether the action of the management of ONGC Ltd., in terminating the services of C.D. Kamat w.e.f. 27-6-1994 is legal and justified.	Action is not legal and proper.
4. If not, to what relief the workman is entitled to?	As per order below.

REASONS

5. So far power under Section 11-A is concerned their Lordships of Supreme Court in Mithilesh Singh V/s. Union of India & Ors. 2003 SCC L&S 271 clearly observed :

"The scope of interference with punishment awarded by Disciplinary Authority under Section 11-A of the Industrial Disputes Act is very limited and unless the punishment appears to be shockingly disproportionate, the court cannot interfere with the same."

It is further observed by the Hon'ble Apex Court that it is for the employee concerned to show how the penalty was disproportionate to the proved charges. In Regional Manager, U. P. SRTC, Etawah & Ors. V/s. Hoti Lal and Anr. 2003 SCC (L&S) 363 Their Lordships observed :

"It needs to be emphasized that the court or tribunal while dealing with the quantum of punishment has to record reasons as to why it is felt that the punishment was not commensurate with the proved charges. As has been highlighted in several cases to which reference has been made above, the scope for

interference is very limited and restricted to exceptional cases in the indicated circumstances. Unfortunately, in the present case as the quoted extracts of the High Court's order would go to show, no reasons whatsoever have been indicated as to why the punishment was considered disproportionate. Reasons are live links between the mind of the decision taken to the controversy in question and the decision or conclusion arrived at. Failure to give reasons amounts to denial of justice. A mere statement that it is disproportionate would not suffice. A party appearing before a court, as to what it is that the court is addressing its mind. It is not only the amount involved but the mental set-up, the type of duty performed and similar relevant circumstances which go into the decision-making process while considering whether the punishment is proportionate or disproportionate. If the charged employee holds a position of trust where honesty and integrity are inbuilt requirements of functioning, it would not be proper to deal with the matter leniently. Misconduct in such cases has to be dealt with iron hands. Where the person deals with public money or is engaged in financial transactions or acts in a fiduciary capacity, the highest degree of integrity and trustworthiness is a must and unexceptionable. judged in that background, conclusions of the Division Bench of the High Court do not appear to be proper. We set aside the same and restore order of the learned Single Judge upholding the order of dismissal."

6. As stated above, in the domestic inquiry workman Kamat was found guilty for unauthorised absence from 16-8-1991 to 14-8-1992. Workman in his cross-examination para 9 admits that he had not sent a single letter within this period of one year to the Company. He however had submitted medical certificate on his illness and that he was found fit for work as per the certificate issued by Nair Hospital which finds place in the inquiry report dated 23-10-1992 pg. 11—14/Exhibit-12. It is not that workman was not sick. It is settled position of law that penalty imposed must commensurate with the gravity of offence charged and that the Industrial Tribunal should be very careful before it interferes with the order made by the management in discharge of their Managerial functions. It is seen from the record workman was ill during the material period however he failed to inform the same to the company for which the punishment of termination imposed upon the workman to my view is rather disproportionate. At this juncture, the Learned Representative Mr. Talreja for the management company inviting attention to the past record submits that admittedly workman was punished for his earlier absence and that because of his absence, the smooth working of the Transport Section was disturbed and therefore severe punishment is warranted. Looking the period of his unauthorised absence i.e. 16-8-1991 to

14-8-1992 and even considering the past record, the fact that he put about 11 years of service, he is of advanced age and as seen from the record he was facing family disputes in the light of the decision supra, to my view, punishment of termination is rather harsh, disproportionate and that it needs to be interfered with under the provisions of Section 11-A of the Industrial Disputes Act and that the reduction to the lowest grade i.e. Cleaner Grade-III w.e.f. 27-6-1994 without back wages would be the adequate and proper punishment instead of termination and therefore the same needs to be imposed. Consequently workman will have to be reinstated however without back wages. Issue No. 3 & 4 are answered accordingly and hence the order :

ORDER

The action of the management of ONGC Ltd. in terminating the services of Mr. Kamat, Cleaner Grade-II w.e.f. 27-6-1994 is harsh and disproportionate therefore not legal and justified and that punishment of reduction to the lowest grade i.e. Cleaner-Grade-III is adequate and the same is imposed upon him instead punishment of termination. Consequently management is directed to reinstate the workman Kamat in service however without any back wages.

S.N. SAUNDANKAR, Presiding Officer
नई दिल्ली, 22 अगस्त, 2003

का.आ. 2614.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल वैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 311/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-8-2003 को प्राप्त हुआ था।

[सं. एल-12012/139/1999-आईआर(बी-11)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2614.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 311/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad, No. 2 as shown in the Annexure, in the Industrial Dispute between the management of Punjab National Bank and their workman, received by the Central Government on 21-8-2003.

[No. L-12012/139/1999-IR(B-II)]

C. GANGADHARAN, Under Secy.
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

SHRI B. BISWAS, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 311 OF 1999

PARTIES : Employers in relation to the management of Punjab National Bank and their workman.

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : None

State : Jharkhand Industry : Banking

Dated, Dhanbad, the 1st August, 2003

ORDER

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12812/139/99-IR(B-II), dated, the 25th October, 1999.

SCHEDULE

"Whether the action of the management of Punjab National Bank, Dhanbad Branch in denial of promotion from sub-staff cadre to Clerical cadre by way of not allowing him to appear in the promotion test (inspite of issue of call letter in the name of the concerned workman by the Regional Manager, Punjab National Bank, Ranchi to appear in the promotion test for the post of Clerk) is justified? If not, what relief the concerned workman is entitled?"

2. In this reference neither the concerned workman/union appeared before this Tribunal nor took any steps. Management also did not appear in this reference. It is seen from the record that the instant reference was received by this tribunal on 8-12-99 and since then it is pending for disposal. Regd. notices and show cause notices were issued to the workman and the management but inspite of the issuance of notices they failed to turn up. In terms of Rule 10B of the I.D. Central Rules 1957 submission of W.S. by the concerned workman within 15 days is a mandatory one. The concerned workman not only violated the said provision of the Rule but also did not consider necessary to give any response to the notices issued by this Tribunal. In natural course the question which will arise is what will be the fate of the reference made by the Ministry for its disposal. The reference is made on the basis of dispute raised by the concerned workman/union. Naturally responsibility rests with the concerned workman/union to assist the Court to dispose of the reference in issue on merit. In view of the decision of the Hon'ble Apex Court reported in 2002 (94) FLR 624 it will not be just and proper to pass 'No dispute' Award when both the parties remain absent. There is also no scope to answer the reference on merit in absence of any W.S. and available documents.

There is no dispute to hold that when any reference is made it is expected to be disposed of on merit but when the parties do not take any step or do not consider even to file W.S. such expectation to dispose of the reference on merit comes to an end. It is not expected that for years together the Court will pursue the matter *suo moto* with the expectations for appearance of the workman inspite of the issuance of registered notices. As per I.D. Act the workman excepting under provisions of Section 2A is debarred from raising any industrial dispute. The disputes are mainly raised by the Union for their workmen. These unions inspite of receiving notices did not care to appear before the Court for the interest of the workman and as a result they have been deprived of getting any justice. Until and unless the attitude of the Union is changed I consider that this uncalled for situation will persist. Definitely it is the duty of the Court to dispose of the reference on merit but it depends on the cooperation of both sides. Here the record will clearly expose that sufficient opportunities had been given to the workman/union but yielded no result. This attitude shows clearly that the workman side is not interested to proceed with the hearing of the case for disposal on merit.

Under the facts and circumstances, I also do not find any sufficient reason to drag on the case for an indefinite period. Accordingly as there is no scope to dispose of the reference in question on merit, the same is closed.

B. BISWAS, Presiding Officer

नई दिल्ली, 22 अगस्त, 2003

का. आ. 2615.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शिप बिल्डिंग सेन्टर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकारा/श्रम न्यायालय, विशाखापत्तनम के पंचाट (संदर्भ संख्या 8/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार फो 22-8-2003 को प्राप्त हुआ था।

[सं. एल-34011/5/2002-आई.आर.(एम)]

सौ. गंगाधरण, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2615.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 8/2003) of the Industrial Tribunal-cum-Labour Court, Visakhapatnam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Ship Building Center and their workman, which was received by the Central Government on 22-8-2003.

[No. L-34011/5/2002-IR(M)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, VISAKHAPATNAM

PRESENT:

Shri Y. Dhilleswara Rao, B.A. LL.B.,

Chairman & Presiding Officer

Dated : 30th Day of July, 2003

L.T.D. No. (C) 8/2003**Reference No. L-34011/5/2002-IR(M)**

Dated 6-2-2003

BETWEEN:

The General Secretary
 Ship Building Center Civilian
 Employees Union
 Dno. 59-6-2/1, Nagarala Street
 Malkapuram,
 Visakhapatnam-530011(A.P.) ... Petitioner/Workman

AND

The Project Director,
 Ship Building Center
 Gadavari Gate
 Naval Base Post
 Visakhapatnam-530014(A.P.) ..Respondent/Management

This is a reference made by Government of India Under Section 10(1)(d) of Industrial Disputes Act, 1947 for adjudication of the dispute.

This dispute is coming on for appearance of both the parties but workman and the management are called absent after receipt of the notices sent by this Court; hence the Court passed the following :

AWARD

Twice issued notices to both sides. Both sides received notices but did not turn up. Reference is closed.

Given under my hand and seal of the Court this the 30th day of July, 2003.

SRI Y. DHILLESWARA RAO, Presiding Officer

नई दिल्ली, 22 अगस्त, 2003

का. आ. 2616.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधनत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/31 ऑफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-8-2003 को प्राप्त हुआ था।

[सं. एल-12011/245/2000-आई०आर० (बी.-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2616.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/31 of 2001) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank and

their workman, received by the Central Government on 21-8-2003.

[No. L-12011/245/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), MUMBAI****PRESENT:**

S. N. Saundarkar
 Presiding Officer.

Reference No. CGIT-2/31 of 2001.

EMPLOYERS IN RELATION TO THE MANAGEMENT OF SYNDICATE BANK

The Deputy Gen. Manager.
 Syndicate Bank.
 Zonal Office, Maker Tower 'E'
 2nd Floor, Plot No. 85,
 Cuffe Parade, Colaba,
 Mumbai-400005.

V/s.

THEIR WORKMEN

The President,
 Syndicate Bank Employees Union,
 through Workman Mr. Vinod Kumar Amin,
 1-A, Palm View, Plot No. 8,
 Amritvan-1, Near Ciba,
 Goregaon (East),
 Mumbai-400063

APPEARANCES:

For the Employer : Mr. R. N. Shah,
 Advocate.

For the Workmen : Mr. R. D. Bhat,
 Advocate.

Mumbai, dated 28th May, 2003

AWARD PART-I

The Government of India, Ministry of Labour by its Order No. L-12011/245/2000-IR(B-II) dated 12-02-2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of Syndicate Bank by dismissing Shri Vinod Kumar from the services of the Bank is justified and proper? If not, then what relief the workmen entitled to?"

2. Workman Vinod Kumar Amin was engaged as Clerk in the management Syndicate Bank in the year 1977. Vide Claim Statement (Exhibit-6) workman pleaded that he was an active union member and that due to union activities, bank had grudge against him. It is averred that workman while working as Clerk-cum-Typist in Khar Branch though he had put 22 years unblemished service, he was issued

charge-sheet dated 23-7-1998 alleging that he had floated the firm M/s. Amigo Industries with one of his brothers as partners only to circumvent the provision that he cannot be partner and was financially involved in the affairs of the firm while in service of the bank thereby committed grave misconduct attracting clause 19.5 of the Bi-partite Settlement. It is averred that because of differences in partners the manufacturing process of the firm was stopped and that though he had not taken any interest in the business of the firm, he was alleged to have involved in the business, which he had replied on 8-9-1998. However not satisfied with the reply the bank initiated domestic inquiry against him through the Inquiry Officer Mr. Acharya. It is contended that the domestic inquiry conducted against him was in violation of Principles of Natural Justice and fair play and that findings recorded by the Inquiry Officer are perverse. It is contended, Mr. Acharya who was Manager (IR-Cell) was active office-bearer of Syndicate Bank Officers Association holding the position as Zonal Council Member and that workman being an active union member of the Award Staff, was biased against him, therefore, he had requested the Disciplinary Authority to change the Inquiry Officer Mr. Acharya. However, management turned down his request and thereby prejudice had caused to him. It is further contended that the bank though did not examine the witnesses the Inquiry Officer relied on the documents in connection with those witnesses as if, contents therein were gospel truth. It is pleaded that with undue haste inquiry was completed and that the findings of the Inquiry Officer holding him guilty are not based on the evidence and the documents led before him, consequently, findings are perverse. It is averred that inquiry as a whole vitiates, however, despite that the Disciplinary Authority based on the report dated 8-7-1999 dismissed the workman by the order dated 25-9-1999. It is contended workman had assailed the said dismissal before the Appellate Authority, however, his appeal was turned down on 6-12-1999. It is contended since the inquiry vitiates the management's action of dismissing the workman is unjustified, and therefore, workman be reinstated in service with full back wages.

3. Management Bank resisted the claim of workman by filing Written Statement (Exhibit-11) contending that workman while working at Nana Chowk Branch carried out business in the name of M/s. Amigo Industries, and therefore, he was charged vide charge-sheet dated 23-7-1998 for engaging in trade or business outside the scope of his duties under clause 19.5 (a) of the Bipartite Settlement and that inquiry was conducted on the charges. It is averred that Inquiry Officer giving sufficient opportunity, by the report dated 8-7-1999 held the workman guilty and that considering the proved grave charges he was dismissed by the order dated 25-9-1999 which was endorsed by the Appellate Authority. It is averred in detail that workman carried on the business in the name of Amigo Industries who were the constituent of Jogeshwari Branch

Mumbai and that on 3-5-1993 the said partnership firm opened a Current Account No. 948 with Jogeshwari Branch and availed certain credit facilities with the said branch since 1994 and that liabilities aggregating to Rs.58 lacs had caused to the books of the bank without adequate securities to fall back upon. It is averred one of the partners Mr. Kalnadi who is the brother of the workman, had furnished address of Goregaon (East) which is the address of the firm and also residence of the workman and that when the firm approached the bank for sanction of credit facilities workman approached the bank for getting the credit facilities sanctioned and invested in the business of the said firm and also involved himself in the maintenance of the books, purchase etc., which circumstances indicates that the workman floated the said firm with his brother which was against the provisions of the Bi-partite Settlement. It is pleaded Mr. Acharya conducted fair inquiry with the assistance of the Presenting Officer Mr. Prasad and Defence Representative Mr. Kini. It is contended Inquiry Officer with detailed reasons appreciating the evidence recorded the findings, and therefore, the inquiry does not vitiate consequently cannot be interfered by this Tribunal. Bank, therefore, prayed to dismiss the claim of the workman.

4. By Rejoinder (Exhibit 12) workman reiterated the recitals in the Claim Statement denying the averments in the Written Statement.

5. On the basis of the pleadings preliminary issues were framed at Exhibit-15 and in that context workman Amin filed affidavit (Exhibit-16) in lieu of Examination-in-Chief and closed oral evidence vide purshis (Exhibit-20). In rebuttal, Mr. Acharya Chief Manager filed affidavit (Exhibit-21) and the management bank closed oral evidence vide purshis (Exhibit-22).

6. Workman filed written submissions (Exhibit-23) and the copies of rulings with (Exhibit-24) and the management (Exhibit-25) with rulings (Exhibit-26). On perusing the record as a whole and the written submissions and hearing the counsels, I record my findings on the preliminary issues for the reasons mentioned below :

<u>Issues</u>	<u>Findings</u>
1. Whether the domestic inquiry conducted against the workman was against the Principles of Natural Justice?	Yes.
2. Whether the findings of the Inquiry Officer are perverse ?	Yes.

REASONS

According to the workman Shri Amin domestic inquiry conducted against him was against the Principles of Natural Justice and fair play in as much as the Inquiry Officer rejected several relevant questions put to the management witnesses in cross-examination, he has relied

on the management witnesses without any corroborative evidence, but was not given adjournments and thereby sufficient opportunity was not given to him and as such he could not defend himself properly. According to workman though the signatories to the documents were not examined documents were relied upon whereby prejudice was caused to him. So far perversity is concerned according to workman, at the relevant time he was working in Khar-Santacruz Mumbai whereas the firm was situated at Tarapur at a distance of about 100 kms., still the Inquiry Officer held that he had hand in getting the credit facilities sanctioned to Amigo Industries.

8. As regards domestic inquiry Their Lordships of the Apex Court in Sur Enamel and Stamping Works V/s. Their Workmen-1963 II LLJ SCC pg. 367 ruled that enquiry cannot be said to have been properly held unless :

- (1) the employee proceeded against has been informed clearly of the charges levelled against him;
- (2) the witnesses are examined-ordinarily in the presence of the employee in respect of the charges;
- (3) the employee is given a fair opportunity to cross-examine the witnesses;
- (4) he is given a fair opportunity to examine witnesses including himself in his defence if he so wishes on any relevant matter; and
- (5) the Inquiry Officer records his findings with reasons for the same in his report.

9. Admittedly Acharya Senior Manager of the Bank had conducted the inquiry where Presenting Officer was Mr. Prasad and the workman was defended by Mr. Kini. Workman admitted in cross-examination para 10 that he had fully participated in the inquiry, his defence representative had cross-examined the management witnesses and that he was given time to examine witnesses on his behalf and more over he was supplied copies of the documents relied by the management. The main grievance of the workman is that the Inquiry Officer Mr. Acharya relied on the documents though signatories thereto were not examined thereby prejudice had caused to him. In cross-examination para 19 Acharya admits that letters at page 118/144-146 (Exhibit-10) were held genuine documents though signatories thereof were not examined and further clearly admitted that documents which he had taken as genuine at page 118/144 (Exhibit-10) did not tally to each other. At this juncture, the Learned Counsel Mr. Bhat urged with force that the charge against the workman must be proved by the management and that workman was not required to prove his innocence and further urged that in the domestic inquiry no documents can be relied upon against the party without giving opportunity to cross-examine the author thereof. For this, he has relied on the decision of Gope Laxmichand Badkani V/s. Oriental Bank of

Commerce, 2002 (3) L.L.N. 206. I have gone through the inquiry proceedings filed with lists (Exhibit-9/10/13). Since Inquiry Officer Mr. Acharya admittedly without examining the author of the documents relied on assuming genuine and that according to workman those documents were not genuine. On going through the decision I find force in the submission for Mr. Bhat that apparently Inquiry Officer erred in as much as he arrived at conclusions mainly on the basis of those documents. To my view on this count prejudice had caused to the workman.

10. On perusal of the inquiry proceedings it is seen workman had repeatedly requested the Inquiry Officer to visit the place/address of the business. Inquiry Officer Mr. Acharya in his cross-examination para 18 clearly admitted that no direct evidence was produced by the bank before him to show that workman was writing books of accounts of Amigo Industries, still he gave the findings to that effect based on circumstantial evidence. When Inquiry Officer comes to the conclusion on the circumstantial evidence and that there was no direct evidence, grievance put-forth by the workman that his frequent request to visit place/address of the business was turned down to favour the management finds substance. It is not that the place which workman had requested to visit was far away from Mumbai, consuming much time and expenses. Had Inquiry Officer visited, truth would have come on record however that is lacking and from this point of view, prejudice had occurred to workman.

11. According to workman Inquiry Officer Mr. Acharya was the active member of the Officers Association and whereas he being a member of Award Staff, he had grudge and therefore he requested to change the Inquiry Officer but that was turned down. According to him since Mr. Acharya had grudge, one-sided evidence was accepted that means one sided inquiry was done. This finds support in as much as Acharya admits in cross-examination para 20 that he had not referred written briefs given by the workman in the report. Role of Inquiry Officer is to remain balanced. He has to weigh the evidence considering the pros and cons of the matter. His role is like the umpire to discharge onerous duty without fear and favour. In this context rules of natural justice do come into play. These rules are not embodied rules. Whether prejudice is caused to the delinquent is to be looked at from the angle of justice or of natural justice. The objective of Principles of Natural Justice is to ensure that justice is done. Justice means, justice between both the parties. The interests of justice equally demands that the guilty should be punished and that technicalities and irregularities which do not occasion failure of justice are not allowed to defeat the ends of justice. Principles of Justice are but means to achieve the ends of justice, they cannot be perverted to achieve the very opposite end as observed by Hon'ble Supreme Court in State Bank of Patiala & Ors. V/s. S.K. Sharma 1996 II CLR pg. 529. In this context the question whether in a given

case Principles of Natural Justice have been violated or not is to be found out on consideration as to whether the procedure adopted by the appropriate authority is in accordance with law and whether the authority has acted in good faith. The fact that Inquiry Officer did not refer written brief given by the workman in the report thereby overlooked the case of workman itself to my view is failure of justice. Considering all these aspects in the light of the guidelines laid down in the decision supra, it can safely be said that inquiry as a whole is against the Principles of Natural Justice.

12. So far findings are concerned, according to workman they are totally perverse. 'Perversity' is that when the findings are such which no reasonable person would have arrived at on the basis of the material before him as pointed out by the Hon'ble Apex Court in Central Bank of India V/s. Prakash Chand Jain. It is obligatory on the Inquiry Officer to analyse the evidence on record for which reliance can be had to Anil Kumar V/s. Presiding Officer and Ors. AIR 1985 SC 1121 para 5-6:

"An enquiry report in a quasi-judicial enquiry must show the reasons for the conclusion. It cannot be an *ipse dixit* of the Enquiry Officer. It has to be speaking order in the sense that the conclusion is supported by reasons. This is too well-settled to be 'supported by precedent. In Madhya Pradesh Industries Ltd. V/s. Union of India (1966) 1 SCR 466 : (AIR 1966 SC 671) this Court observed that a speaking order will at best be a reasonable and at its worst be at least a plausible one. The public should not be deprived of this only safeguard. Similarly in Mahabir Prasad V/s. State of Uttar Pradesh (1971) 1 SCR 201 : (AIR 1970 SC 1302) this Court reiterated that satisfactory decision of a disputed claim may be reached only if it be supported by the most cogent reasons that appealed to the authority. It should all the more be so where the quasi-judicial enquiry may result in deprivation of livelihood or attach a stigma to the character. In this case the enquiry report is an order sheet which merely produces the stage through which the enquiry passed. It clearly disclosed a total non application of mind and it is this report on which the General Manager acted in terminating the service of the appellant. There could not have been a gross case of non application of mind and it is such an enquiry which has found favour with the Labour Court and the High Court.

Where the disciplinary enquiry affects the livelihood and is likely to cast a stigma and it has to be held in accordance with the principles of natural justice the minimum expectation is that the report

must be a reasoned one. The Court then may not enter in to the adequacy or sufficiency of evidence. But where the evidence is annexed to an order sheet and no correlation is established between the two showing application of mind, we are constrained to observe that it is not an enquiry report at all. Therefore, there was no enquiry in this case worth the name and the order of termination based on such proceeding disclosing non-application of mind would be unsustainable."

According to Mr. Acharya his findings are based on circumstantial evidence. He has admittedly not visited the place of business. On perusal of the inquiry report filed with list (Exhibit-10) dated 8-7-1999 Mr. Acharya held that the workman floated the firm with one of his brothers as partner involving in the affairs of the firm while in service of the bank. It is relevant to note that according to Acharya as seen from his cross-examination para 20 in the charge-sheet there was no allegation that workman had influenced officials for earlier sanction of credit facility to Amigo Industries. When this sort of allegation was not in the charge-sheet, the finding as above is apparently perverse. On plain reading of the inquiry report dated 8-7-99 nowhere finds that Inquiry Officer analysed the evidence and gave detailed reasons with proper application of mind. If considered the report in the light of the decision referred to above, clearly disclosed non-application of mind thereby report is unsustainable. In this context rulings cited by the Learned Counsel Mr. Shah for the bank with list (Exhibit-26) are no avail to the bank in as much as those are on the point of non-supply of the documents and reasonable opportunity. Therefore going through the record as a whole it is apparent that domestic inquiry conducted against the workman was in violation of Principles of Natural Justice and fair play and the findings are wholly perverse consequently inquiry as a wholly vitiates.

13. Since the inquiry vitiates, in view of the pleadings on page 3 (Exhibit-11) to the effect that in the event inquiry held vitiates the management bank be given opportunity to lead evidence to justify its action, going through the settled legal position I find proper to give opportunity to the management to justify its action. Issues Nos. 1 & 2 are answered accordingly and hence the order:

ORDER

The domestic inquiry conducted against the workman was not as per the Principles of Natural Justice and the findings of the Inquiry Officer are perverse.

Management is allowed to lead evidence to justify its action.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 22 अगस्त, 2003

का० आ० 2617.—ऑद्योगिक विवाद अधिनियम, 1947
 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिस्टेन्डेन्ट टेलीग्राफ के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एल सी/आर/168/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-2003 को प्राप्त हुआ था।

[सं० एल-40011/20/91-आई आर (डीयू)]
 बी० एम० डेविड, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2617.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/168/96) of the Central Government Industrial Tribunal/ Labour Court Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sr. Supdt. Telegraph and their workman, which was received by the Central Government on 22-8-2003.

[No. L-40011/20/91-IR (DU)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR

Case No. CGIT/LC/R/168/96

Presiding Officer : SHRI R. K. DUBEY

1. Santosh Kumar Seal,
S/o Late Ajit Kumar,
R/o F-54, Bijli Nagar Colony,
MPEB, Govindpura, Bhopal.
2. Ashok Kumar Sen,
S/o Narayan Prasad Sen,
R/o 6/10, Ravishankar Nagar,
Bhopal.
3. Omprakash Chouksey,
S/o G. L. Chouksey,
Postal Clerk, GPO Bhopal-I.
4. D. K. Das,
S/o Mangal Das,
C/o Munna Cycle Service,
100 QR. Labour Colony,
B-Sector, Piplani, Bhopal.
5. Hari Prasad,
S/o Devi Ram,
Juggi No. 1, Near Water Tank,
Ravishankar Nagar, Bhopal.

6. Johruddin Qureshi,
Futta Makbera, Gali No. 2,
Cholla Road, Bhopal.
7. Rajesh Kumar Thakur,
S/o Bhagwandas,
H.No. 107, Kundenlai,
Vishwakarma Ke pass
Cholla Road, Bhopal.
8. Amrit Lal Durvey,
C/o No. 104/E-A,
LIG Saket Nagar,
Habibganj, Bhopal.
9. Shrikrishna Prajapati,
C/o Santosh Kumar,
Qr. No. F/54, Bijli Nagar Colony,
MPEB, Govindpura, Bhopal.
10. Foolchand Khatri,
S/o Bhimraj,
H. No. M-59.,
Jila Jamalpura, Bhopal.
11. Ramchand Borre,
Qr. No. Janta-38,
Jerneshwar Mandir,
Banganga, Bhopal.
12. Roopchand Bagdey,
S/o Tukaram,
Qr. No. 7/19, South T.T. Nagar,
Bhopal.
13. Nannulal Silawat,
S/o Ramsingh Silawat,
Gram : Pandaria, Post Koluwec,
Distt. Bhopal.
14. Kunwar Singh Rajpur,
Durga Mandir Laxmigang,
Galfa Mandi, Bedi Berkedi,
Bhopal.

.....Applicants

versus

The Sr. Supdt.,
Telegraph (Traffic),
Bhopal Division,
Bhopal.

.....Non-applicant

AWARD

Passed on this 8th day of August, 2003

I. The Government of India, Ministry of Labour vide Order No. L-40011/20/91-IRDU dated 28-8-96 has referred the following dispute for adjudication by this tribunal.—

“Whether the action of the management of Sr. Supdt. Telegraph Bhopal division, Bhopal in terminating the services of Shri Ashok Kumar Sen and 13 others is legal and justified. If not, what relief the workmen is entitled for?”

2. The Statement of claim filed on behalf of the workmen in brief is that all the workmen were enrolled in the Employment Exchange, Bhopal. Non-applicant sent request to the employment exchange for sponsoring suitable candidates for being appointed as telegraph man. Applicant's name were sponsored by the Employment Exchange. Petitioners passed written test. They were also appeared in the interview. On the basis of written test and interview, the applicant workmen selected for the post of telegraph man by order dated 20-4-85. It was submitted by the workman that although they were appointed as telegraphman regular vacancy also occurred in the cadre but the workmen were shown as daily wages casual employees. Non-applicant has taken undue advantage and paid small amount Rs. 375 per month to each workmen. On 10-2-87, applicant received an order transferring them as casual mazdoors for digging trenches, pulling cable etc. Their services transferred to the various other departments when the workmen joined their new department, they were told by the officer incharge that there is no vacancy or place for the workmen. AEP (C) (CTS) Bhopal by his letter dated 13-2-87 intimated that there was no vacancies for the workmen and therefore workmen could not be accepted to the post to which they were transferred.

3. From the sudden termination of applicants, their fight for justice began first they move to the CAT. After rejection of their petition, I on the technical ground by the CAT, they went before the Honourable High Court. Honourable High Court by the judgement dated 24-9-91 directed that there is a remedy available to the workmen under the I.D. Act. Applicants applied for a reference by the Central Government Ministry but they were refused by the Ministry to refer the dispute on various grounds. Applicant workmen again filed another writ petition No. 2002/92 before the Honourable High Court. Honourable High Court directed the Union of India to refer the matter to the CGIT. Thus the applicants after their long struggle for justice came before the industrial tribunal. It was requested on behalf of the applicant workmen that the order of termination of their services are illegal. Applicant workmen are entitled to be reinstated in service with full back wages and all other consequential reliefs.

4. Non-applicant management in its reply submitted that the applicant workmen were employed purely on casual basis looking to the contingency and the need by the management. Their names were called for the purpose of employment on purely casual basis as casual labour. Applicant were never appointed on the post of telegraph man. Workmen's employment were purely only of temporary nature and after completion of their work their services were dispensed with. It was prayed by the non-applicant management that statement of claim filed on behalf of the workmen be rejected.

5. The following issues are necessary for the just decision of this case :—

1. Whether the orders of termination of the services of the applicant workmen were justified and legal ?
2. Whether the workmen are entitled for any relief ?

6. Issue No. 1 :

It is not disputed that the applicant's names were called from the Employment Exchange. It is also clear from the papers furnished before the tribunal that the applicant were called for the post of casual labour. It is also not disputed that the applicant worked for more than 240 days in a year for nearly 3 years. It was also not dispute that the services of the workmen were transferred to the different departments vide order dated 10-2-87 and the applicants when they went their new department told by the concerning officials that there is no vacancies available to them. These chain of events shows that the applicant's services were terminated by the brutal and harsh orders of the management. When the applicant worked for 240 days in a year they were entitled under Sec. 25 of I.D. Act for some rights and privileges. It was not pleaded by the management that the services of the applicants terminated due to misconduct or any other fault. Therefore applicants services cannot be terminated without holding proper enquiry or without paying retrenchment amount as provided under Sec. 25 of the I.D. Act.

7. Shri A. K. Saxena came before the tribunal as management's witness. He was cross-examined at length by the workmen's Advocate. Although this witness filed a lengthy affidavit but in his cross-examination, he admitted that he has no personal knowledge about this case. He never recruited the workmen. He also admitted that he did not examine the documents relating to the appointment of workmen. According to this witness, applicant workmen themselves did not join their new duties and choose to remain absent. This witness cannot help management in any respect.

8. Legal position in this case are very clear. In the case of *Union of India versus the Presiding Officer, CGIT and another*, Honourable High Court on 31-10-2001 held that the workmen performed his duty in 1989 for 369 days and was continuously in service till he was removed illegally on 3-5-90. The Honourable Supreme Court in *MCD versus Praveen Kumar Jain and others, AIR 1999 S.C. 1540* when the casual worker discharged on account of misconduct and the order passed without the conduct of disciplinary proceedings held that the order of termination was violative of Sec. 25(vi) of I.D. Act. The Honourable Supreme Court in this case set aside the order of termination. The Honourable Supreme Court in *Ratan Singh versus Union of India and another, 1998 Vol. 8, LLJ 714* Supplementary held when the workmen continuously worked for more than 240 days in a year he is entitled to

protection under Sec. 25-F of the I.D. Act it cannot be denied on the ground that he was daily rated worker.

9. It is clear from the legal position and from the facts of the case that the services of the applicant workmen were terminated illegally by the non-applicant. Therefore it is clear that the order of termination of the service of the workmen issued by the management is illegal and not justified.

10. Issue No. 2 :

As I mentioned while deciding Issue No. 1, that the services of the applicant workmen were terminated illegally by the non-applicant management therefore applicant workmen are entitled for the reinstatement in service with full back wages.

11. As the applicant proves their statement of claim, it is clear that their services terminated illegally. Therefore it is ordered that the applicant workmen should be reinstated in their services and the back wages from the date of their termination be paid to them within 3 months of the publication of this award. If the non-applicant management did not comply this order, within the stipulated period then, the non-applicant management has to pay 8% interest per year on the amount. Non-applicant management should also bear the cost of workmen in the case including Advocate fees which is fixed as Rs. 2000 if certified.

12. The reference of the Ministry is answered that the action of the management of Sr. Supdt. Telegraph, Bhopal Division, Bhopal in terminating the services of applicant workmen is illegal and justified.

13. The copy of the award be sent to the Govt. of India, Ministry of Labour as per rules.

R. K. DUBEY, Presiding Officer

नई दिल्ली, 22 अगस्त, 2003

का० आ० 2618.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्डिनेन्स फैक्ट्री के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एल सी/आर/88/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-2003 को प्राप्त हुआ था।

[सं० एल-14012/4/95-आई आर (डीयू)]
बी० एम० डेविड, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2618.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.CGIT/LC/R/88/96) of the Central Government Industrial Tribunal/ Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Ordnance Factory and their workman,

which was received by the Central Government on 22-8-2003.

[No. L-14012/4/95-IR (DU)]

B. M. DEVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR.

Case No. CGIT/LC/R/88/96

Presiding Officer : SHRI R. K. DUBEY

Shri Rajendra Kumar Tiwari,
S/o Shri Raghunath Prasad Tiwari,
R/o Shri N.P. Shukla, Advocate
Infront of Narsingh Road,
Sanichara Mohalla, HoshangabadApplicant

Versus

The General Manager,
Ordnance Factory,
Itarsi.Non applicant

AWARD

Passed on this 8th day of August, 2003

1. The Government of India, Ministry of Labour vide order No. L-14012/4/95/IR(DU) dated 27th March, 1996 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Ordnance Factory Itarsi in terminating the services of Shri Rajendra Kumar Tiwari is justified or not ? If not, to what relief the workman is entitled to ?”

2. The Statement of claim filed on behalf of the workman in brief is that the workman was appointed as labour-V grade w.e.f. 3-6-82. He was working sincerely, efficiently and honestly. In Nov. 92, the workman fell ill and intimation regarding the illness was sent to the department but the department did not take any action. In the applicant's absence the chargesheet was issued and the DE was conducted on the back of the applicant and by the order dated 9-9-93, the services of the workman have been terminated. Applicant workman submitted that he did not give any opportunity of defence. The entire action was taken at the back of the workman. No orders relating to any action of the enquiry were ever received by the workman. It is also requested by the workman that the punishment imposed upon him is also too harsh because the reasons of the absence of workman were beyond his control. It was requested on behalf of the workman that the order of the management resulting in termination of the workman be declared as illegal and applicant be ordered for the reinstatement with full back wages.

3. Non-applicant in its written statement submitted that the applicant was habitual absentee. Due to the long

absence of applicant, workman, departmental enquiry was initiated against him. In every stage of the enquiry, notice and concerning papers were sent to the written address of the applicant. Applicant himself choose to remain absent. It was requested by the non-applicant that the statement of claim filed by the workman be dismissed.

4. On 14-9-2001, this court while deciding the preliminary issue held that the Departmental Enquiry was properly conducted and no prejudice has been caused to him in any manner. Now the only question remains to decide is whether the punishment of termination imposed upon the workman is harsh and service.

5. It is clear from the papers submitted by the management that the applicant was absent from his duty from 1-1-91 upto 1993. It was pleaded on behalf of the workman that in Nov. 92, the workman fell ill. The date of absence pleaded on behalf of the workman was November 92 but he was absent from his duty from Nov. 91. It is also pleaded or submitted by the applicant workman that he fell ill but no medical certificate ever proved by the workman in the tribunal. It is also clear from the DE papers that the notices of the various proceedings of the DE like chargesheet, appointment of Enquiry Officer, date of hearing, report of Enquiry Officer and the final result was sent to the applicant by post. It is addressed but all post returned unserved. Applicant did not explain any reason for the non-delivery of post. Normally burden of proving the service of the notices were on the management but if the management sent by post notice to the workman at his permanent address and the notice returned unserved, then it becomes the duty of the workman to explain the non-delivery of the notice.

6. After the perusal of Departmental Enquiry Papers and evidence of both the parties, it is clear that the applicant is absent from his duty from Nov. 91, due to the applicant's long unexplained absence, he was correctly removed from service. Punishment imposed by the management upon the workman seems to me as just and proper.

Therefore it is clear that the termination order of the workman issued by the management is just and proper therefore, the statement of claim filed on behalf of workman is dismissed. Both parties shall bear their cost themselves. Advocate fees is Rs. 1500 if certified.

8. The reference of the Ministry is answered that the action of the management of Ordnance Factory, Itarsi in terminating the services of Shri Rajendra Kumar Tiwari is justified.

9. Copy of the award be sent to the Govt. of India, Ministry of Labour as per rules.

R. K. DUBEY, Presiding Officer

नई दिल्ली, 22 अगस्त, 2003

का० आ० 2619.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल

इन्फोर्मेटिक्स सेन्टर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, भुबनेश्वर के पंचाट (संदर्भ संख्या 270/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-2003 को प्राप्त हुआ था।

[सं० एल-42012/21/91-आई आर (डीप्य)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2619 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.270/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Informatics Centre and their workman, which was received by the Central Government on 22-8-2003.

[No. L-42012/21/91-IR (DU)]

B. M. DEVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri S. K. Dhal, OSJS (Sr. Branch)
Presiding Officer, C.G.I.T.-cum-labour
Court, Bhubaneswar

Tr. INDUSTRIAL DISPUTE CASE NO. 270/2001

Date of conclusion of hearing—8th Aug., 2003

Date of passing Award—11th August, 2003

BETWEEN:

The Management of :

1. The Director, National Informatics Centre,
Sachivalaya Marg, Unit-IV, Bhubaneswar-01
2. The Executive Engineer (Electrical),
C.P.W.D., Central Electrical Division,
Bhubaneswar-751 012 ... 1st Party-
Managements

AND

Their Workmen Shri Akrura Pradhan,
Ex-A.C. Operator, At. NIC, C/o. Surendra
Nath Mohanty, Plot No. 48/B, Sastrinagar,
Bhubaneswar (Orissa) 751 001. ... 2nd Party-
Workman

APPEARANCES:

M/s. Upendra Kumar Samal, ... For the 1st Party-
Addl. Standing Counsel, Management No. 1
Central Govt.

M/s. Madhumati Agrawal, ...For the 1st Party-
Sr. Standing Counsel, Management No. 2
Central Govt.

M/s. N.K. Mishra & Associates, ... For the 2nd
Advocates Party Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14. of 1947) have referred the following dispute for adjudication vide their Order No. L-42012/21/99/IR (DU), dated 19/21-07-1999 :

"Whether the action of the Director, NIC and Executive Engineer (Electrical), CPWD, Bhubaneswar, in terminating the services of Shri Akrura Pradhan is legal and justified? If not, to what relief the workman is entitled?

2. The case of the 2nd party as per his Claim Statement runs thus :

The Director, National Informatics Centre, (hereinafter called as the 1st Party-Management No. 1) has been set up since 1986 at Bhubaneswar. The said center maintains a bank of computers for its work and has employed trained personnel to operate the same. The Executive Engineer, Electrical (CPWD), (hereinafter called as the 1st Party-Management No. 2) is engaged in the work of civil maintenance of all buildings and premises belonging to the Central Government in each state. The C.P.W.D. has been assigned by the 1st Party-Management No. 1 with the work of repair, running and maintenance of the permanent electrical installations etc. by engaging personnel to man and operate the same. The work is permanent in nature. Without employing regular personnel the work is done on contract basis and the disputant stated to have been initially engaged as AC operator since 20-7-1988 under the 1st Party-Management No. 1 with some others. He was working under the direct control of the both the 1st Party-Management No. 1 and 2. An Union was formed who submitted a charter of demands regarding grant of better service conditions to the workmen including the 2nd party. But unfortunately, without making service regularized the 2nd Party was terminated from service without proper proceeding and that termination amounts to retrenchment within the meaning of Section 2(00) of Industrial Disputes Act. So, he raised the dispute. After failure of conciliation the present reference has been made. The disputant has prayed for reinstatement with full back wages.

3. The 1st Party-Management No. 1 and 2 has filed the Written Statement in reply to the Claim Statement. The case of the 1st Party-Management No. 1 is that for the maintenance of the A.C. Plant, the 1st Party-Management

No. 2 was engaged. The 2nd Party was never engaged by the 1st Party-Management No. 1 So, he does not come under the definition of workman under the 1st Party-Management No. 1. When the 2nd Party was not appointed by him the question of termination does not arise. The 1st Party-Management No. 2 in his Written Statement has stated that, they constructed the NIC complex at Bhubaneswar about 15 years back. Some more installations such as Air-conditioning plant, Diesel Generating set for stand by supply etc. commissioned subsequently. So, when his work was entrusted to them they called for tender as per specialization criteria from the contractors capable of execution the contracts. The contractors employed unskilled, skilled or highly skilled labourers. The 2nd Party was not appointed by him nor he had worked under his control. So, according to the 1st Party-Management No. 2 the 2nd Party has got no grievance against him.

4. On the above pleading of the parties the following Issues have been settled.

ISSUES

1. Whether the reference is maintainable?
2. Whether the action of the Director, NIC and Executive Engineer (Electrical), CPWD, Bhubaneswar in terminating the services of Shri Akrura Pradhan is legal and justified?
3. If not, what relief the workman is entitled?
5. No evidence has been adduced on behalf of the parties. It may be stated here that, instead of many adjournments the 2nd Party did not adduce either any oral or documentary evidence and remained absent.

FINDINGS

ISSUE NO. I

6. Both the 1st Party-Management No. 1 and 2 have taken the stand that, the reference is not maintainable because the 2nd Party does not come under the definition of a workman. According to them the 2nd Party was never appointed by them nor he was working under their direct control. There is also no evidence is that the 2nd Party had received salary/wages from both the 1st Party-Managements. No materials have been placed by the 2nd Party to establish that he is a workman and he was appointed by both the 1st Party-Managements and that he had received payments from them. So, in that case, I agree with the submission made on behalf of both the 1st Party-Managements that the 2nd Party does not come under the definition of workman and so the reference is not maintainable.

ISSUE NO. II

7. No evidence has been placed either oral or documentary on behalf of the 2nd Party that he was

appointed by the 1st Party-Management No. 1 and 2 and that, he had worked under their direct control. So, the question of termination does not arise when no appointment has been made. No letter of termination has been produced by the 2nd Party. Rather, the submission made on behalf of both the 1st Party-Managements that he was a contract labourer can not be ignored in absence of any rebuttal evidence. So, in that case, this Tribunal is of the view that, the question of termination by the 1st Party-Managements does not arise and it can not be said that the action of the Director, NIC and Executive Engineer (Electrical), C.P.W.D., Bhubaneswar in terminating the services of the 2nd Party, Shri Aknura Pradhan is illegal and unjustified.

ISSUE NO. III

8. In view of my findings given in respect of Issue No. I and II the 2nd Party-Workman is not entitled for any relief.

9. Reference is answered accordingly.

Dictated & Corrected by me.

S.K. DHAL, Presiding Officer

नई दिल्ली, 22 अगस्त, 2003

का० आ० 2620.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार से पी. डब्ल्यू. डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 17/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-2003 को प्राप्त हुआ था।

[सं० एल-42012/1/88-डी-II (बी)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2620.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/89) of the Central Government Industrial Tribunal/Labour Court New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of (CPWD) and their workman, which was received by the Central Government on 22-8-2003.

[No. L-42012/1/88-D. II(B)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: NEW DELHI

Presiding Officer : Shri B.N. Pandey

I.D. No. 17/89

Shri Lekh Raj s/o Khem Chand
through CPWD Staff Union,
C/o E-26 (Old Qtrr), Sector-IV,
Raja Bazar, DIZ Area, New Delhi-110001. Workman

Versus

Director General of Works,
CPWD, Nirman Bhawan, New Delhi. Management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/1/88-D-II (B) dated 1-2-89 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of CPWD New Delhi in terminating the services of Shri Lekh Raj workman as muster roll messenger w.e.f. 1-4-87 is justified? If not to what relief, if any, he is entitled to?”

2. The claim of the workman as alleged in his statement of claim is that he was initially engaged as muster roll messenger on 12th December, 1985 through sponsorship from Kamla Market Employment Exchange; that he continued in service upto 1st April, 1987 and during that period he was given illegal break up in service after every 90 days for all practical purposes which was illegal lockout by the management and wrongful and illegal break in service and was given just to deny him the benefits of continuity in service; that he had completed more than 240 days of service in view of the provisions of Section 25-B of the I.D. Act, 1947 on 1-4-1987. That the workman was neither given one month notice or pay in lieu thereof nor paid retrenchment compensation nor he was given any charge sheet indicating any reason for dismissal, that the termination of the workman was illegal and in clear violation of the provisions of sections-25F, G, H and N of the I.D. Act, 1947; that the juniors to the workman namely Shri Kanwar Singh and many others new hands were subsequently engaged and employed illegally; that the workman is entitled to reinstatement in his service with continuity and full back wages and all consequential benefits w.e.f. 2-4-87; that the submissions and representations made by the workman were all in vain and of no avail. Hence this reference. The workman has prayed for setting aside termination order dated 20-3-87 and his reinstatement in service with full back wages, continuity in service and all consequential benefits w.e.f. 2-4-87 and cost of this case.

3. The claim of the workman has been contested by the management. The appointment of the workman on daily wage basis as Messenger after each 90 days has been, as claimed by the workman, admitted. It has been alleged that the workman was not engaged as a workman although it has been detailed that he was initially appointed as daily wages Messenger through Kamla Market Employment Exchange. It has been denied that his break in service was illegal. It was further alleged that the case of the workman is not governed by the I.D. Act, 1947 and as such the

provisions of Section 25-F be not attracted; That he is not entitled to reinstatement and back wages etc. However, it has been admitted that his services were considered but it could not be accepted too and that the claim of the workman is liable to be dismissed.

4. The workman also filed his rejoinder reiterating his earlier versions and denying the contents of the written statement. Besides certain documents workman filed his own affidavit and on the other hand the management filed affidavit of one Sunil Mohan Das, Deputy Director of Administration. They were also cross-examined. None appeared to argue the case before me on behalf of the management, therefore, I heard arguments of the I.D. representative of the workman and also perused the file. The workman has given detail of his appointment and also of his non-working days in para 4 of the statement of claim according to which he was given illegal break w.e.f. 17-3-86 to 23-3-86, 21-6-86 to 23-6-86, 22-9-86 to 23-9-86 and 24-10-86 to 26-10-86. Admittedly the workman was engaged on 17-12-1985 and he worked upto 1st April, 1987 with above mentioned notional break with in the period as detailed in para 4 of the claim statement which comes to 15 days only in all. Thus it is admitted and also proved beyond all doubt that he completed and worked for more than 240 days in the service of the Management. Therefore, he required protections of provisions of Section 25-F of the I.D. Act, 1947. Admittedly no notice, notice pay, or any compensation was given before his termination/retrenchment from his service which was in clear violation of provisions of Section 25F of the I.D. Act. In Ram Kumar Rai Vs. State of U.P. and others reported in 1993-II-LLJ page 1064 it was held by the Hon'ble High Court of Allahabad that giving artificial break of service is arbitrary and discriminatory. Therefore, it cannot be accepted as alleged by the management that workman did not complete 240 days or more before termination/retrenchment of service. I find and hold that the termination/retrenchment of the workman in the instant case was absolutely illegal and in violation of the provisions of Section 25-F of the I.D. Act. Therefore, the retrench-ment/termination of the work man cannot legally be sustained. As such it is liable to be quashed and is hereby quashed.

5. It is well settled that the burden lies on the Management to prove that after the date of termination/retrenchment the workman was in some gainful employment and in absence of it, it makes the workman entitled to get full back wages alongwith reinstatement in service and all consequential benefits. Therefore, I hold that the action of the Management in the instant case in terminating the services of the workman Lekh Raj w.e.f. 1-4-87 was absolutely illegal and unjustified and the Management has failed to prove that the workman was in some gainful employment after his termination. Hence the workman is entitled to reinstatement in his service with

total back wages w.e.f. 1-4-87 and all consequential benefits within a period of 30 days after publication of the award.

6. The reference is answered accordingly.

Dated : 31-7-2003.

B.N. PANDEY, Presiding Officer

नई दिल्ली, 22 अगस्त, 2003

का. आ. 2621.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल कॉटेज इण्डस्ट्रीज कार्पोरेशन ऑफ इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण नं. 2, मुंबई के पंचाट (संदर्भ संख्या सीजीआईटी-2/28 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-2003 को प्राप्त हुआ था।

[सं. एल-42012/252/99-आई आर (डी यू)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2621.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/28 of 2000) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Cottage Industries Coprn. of India Ltd. and their workman, which was received by the Central Government on 22-8-2003.

[No. L-42012/252/99-IR(DU)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

S.N. SAUNDANKAR, Presiding Officer

Reference No. CGIT-2/28 of 2000

Employers in relation to the Management of Central Cottage Industries Corporation of India Ltd., Mumbai
General Manager (P&A),
Central Cottage Industries Corporation of India Ltd.,
34, Chatrapathi Shivaji Maharaj Marg,
Mumbai-400039.

V/S.

Their workmen

Shri Prem Singh Nainsingh Bisht,
104/3642, Tilak Nagar,
Chembur,
Mumbai-400089.

APPEARANCES:

For the Employer : S/Shri C. V. Pavaskar & S.V. Mokashi. Representatives.

For the Workmen : Mr. Jaiprakash Sawant, Advocate.

Mumbai, Dated, the 9th June, 2003

AWARD**PART-II**

By the Interim Award dated 4-10-2002 this Tribunal held that the domestic inquiry conducted against Prem singh Nainsingh Bisht was as per Principles of Natural Justice and the findings of the Inquiry Officer are perverse. Consequently as per Section 11-A of the Industrial Disputes Act this Tribunal has to consider whether the punishment of termination imposed on the workman is legal and justified in the contest of the action of the management. Workman who was dealing in sales of exclusive Handicraft and Handlooms of the Corporation in Mumbai was terminated by the management based on the proved charge of dishonestly levelled in the charge sheet dated 27-1-1994 for commission of act of misconduct subversive of discipline. To be exact the workman in the Men's Wear Department attending the customers sold vide cash memo. No. 0599072 a pyjama to one A. K. Srivastava bearing a price tag having the description of article as "cape" and that the article was priced at Rs. 260/- however workman sold the article for Rs. 65/- by changing the price tag to make it appear that it was a discounted item though it was not so and in fact the said pyjama was required to be sold without the discount as it was a new one.

2. As stated above, domestic inquiry is held proper. So far the punishment aspect is concerned, workman Bisht averred that one Srivastava, Assistant Manager was also charged like him and that the said charge was proved however the Disciplinary Authority taking lenient view he was deputed whereas for the same charge the workman was terminated from the service and thereby he was discriminated. It is his further contention that the punishment imposed on him is harsh and disproportionate. On the other hand, the management contended that past record of the workman was blemished and that he has habit to instigate other workman to go against the management which render his removal for the smooth working and further contended that once he is found dishonest, question of giving lesser or high punishment does not crop up at all in the industry where diligence, integrity and honesty is to be preserved.

3. Workman filed affidavit in lieu of Examination-in-Chief (Exhibit-55) and closed oral evidence vide purshis (Exhibit -56). Manager of the Corporation Mr. Tirath Singh in rebuttal, filed affidavit (Exhibit-57) and closed oral evidence vide purshis (Exhibit -58). Workman filed written

submissions (Exhibit -59) along with the copies of rulings and the management (Exhibit-60/61). On going through the record, written submissions and hearing the counsels I record my findings on the following issues for the reasons mentioned below :

Issues	Findings
4. Whether the action of the Management of Central Cottage Industries Corporation of India Ltd., Mumbai by terminating the services of the workman Mr. Prem singh Nain Singh Bisht w.e.f. 24-8-1995 is legal and proper?	Yes
5. What relief Mr. Prem singh Nain Singh Bisht is entitled to?	As per order below.

REASONS

4. So far powers under Section 11-A is concerned, Their Lordships of Bombay High Court in USV Ltd. V/s. Maharashtra General Kamgar Union & Anr. 1997 II CLR 312 in para 1 observed :

"It goes without saying and legal position appears to be well settled after introduction of Section 11-A in the Industrial Disputes Act that the Labour Court or Industrial Tribunal or National Tribunal has wide powers to mould and give proper reliefs in case of discharge or dismissal of workman. If an industrial dispute relating to discharge or dismissal of workman is referred to a Labour Court or for that matter to Industrial Tribunal or National Tribunal for adjudication and during the course of adjudication proceedings the concerned Labour Court or Tribunal is satisfied that the order of discharge or dismissal was not justified, such Labour Court or Tribunal has ample power to set aside the order of discharge or dismissal or direct reinstatement of workman on such terms and conditions as it may think fit or may give such reliefs to the workman including award of lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require. However, the power given to the Labour Court or Industrial Tribunal or National Tribunal in Section 11-A is not in the nature of unruly horse and cannot be exercised as an appellate forum over the findings given by the disciplinary authority. The power exercisable by the Labour Court or the Industrial Tribunal or the National Tribunal under Section 11-A cannot be exercised in an arbitrary manner or in a fanciful way or in a colour of capriciousness. If the disciplinary authority has awarded the punishment of dismissal or discharge commensurate with the gravity of the offence which has been duly proved in the enquiry and neither the enquiry proceedings are vitiated by any error or law nor findings of the gravity of the charge suffer from any error and the award of

punishment is commensurate with the gravity of charge. I am afraid the Labour Court or the Industrial Tribunal in exercise of its power under Section 11-A cannot substitute such just punishment by observing that it is unjustified. The exercise of the powers by the Labour Court or the Industrial Tribunal under Section 11-A has to be in the nature of the power that may be exercised by any supervisory authority but not as an appellate authority. The exercise of the power under section 11-A therefore has to be within its framework and should not exceed its power by passing arbitrary or fanciful orders. Jurisdiction of the Labour Court or of the Industrial Tribunal under Section 11-A though very wide yet not as wide as the appellate forum, is always circumscribed by the power that may be exercised by supervisory authority. The limitations of the power of the Labour Court or Industrial Court have been explained by the Apex Court from time to time and some of the decisions which require special reference are Indian Iron and Steel Company, (supra), and Christian Medical College Hospital Employees Union, (supra). In Indian Iron and Steel Company Ltd., the Apex Court observed that power of Industrial Tribunal to interfere with the cases of dismissal of workmen by the management are not unlimited and the Tribunal does not act as a Court of appeal and substitute its own judgment for that of the management. The parameters within which such interference could be had by the Labour court or Industrial Tribunal are the lack of good faith on the part of the employer, victimisation or unfair labour practice of the employer or where the management has been guilty of basic error of violation of principles of natural justice or where the finding recorded by the enquiry officer is completely baseless or perverse on the face of the record before the Labour Court or the Industrial Tribunal. In Christian Medical College Hospital Employee's Union, the Apex Court highlighted that introduction of Section 11-A in the Industrial Disputes Act does not confer an arbitrary power on the Industrial Tribunal or Labour Court and the power under Section 11-A of the Act has to be exercised judicially. The Labour Court or the Industrial Tribunal is expected to interfere with the decision of the management under Section 11-A only when it is satisfied that the punishment imposed by the management was highly disproportionate to the degree of guilt of the workman concerned. The Industrial Court or the Labour Court, therefore, has to give reasons as to how the punishment imposed by the management is grossly disproportionate to the degree of the guilt."

It is settled position of law that penalty imposed must be commensurate with the gravity of the offence charged. In the case in hand charge proved was of dishonesty while selling the article priced at Rs. 260/- for

Rs. 65/-. The Learned Counsel Mr. Pavaskar for the Corporation submits that Industrial Tribunal should be very careful before it interferes with the orders made by the management in discharge of their managerial functions relying on Syndicate Bank Ltd. V/s. It's Workmen.

5. The Learned Counsel Mr. Sawant for the workman submits that the punishment imposed is disproportionate and discriminative. He submits one Srivastava, Assistant Manager was charged sheeted for the same charge separately however he was not removed. It is relevant to note that said Srivastava was not charged for selling items on discount and that workman had no authority to sell items on discount. Srivastava had put about 25 years service whereas the service of workman was about 12 years. Merely because Srivastava was not removed from service cannot be the circumstance for treating the workman with the same yard stick. It is seen workman manipulated the price mentioned in the tag by dubious means therefore hardly can be said that workman was discriminated. According to the Manager, Mr. Singh past record of the workman was blemished. Workman himself admits in his cross-examination para 8 that numerous complaints were filed against him by the Showroom In-charge. He was served with the charge sheet dated 3-1-1995 alleging behaving in a disorderly manner with the supervisors. No doubt, punishment is the cumulative effect without pointing one act. Workman is a double graduate who is said to have completed law degree while in service. It is not that he was not aware on the consequences and thereby was somewhat innocent. The Learned Counsel Mr. Pavaskar submits that when employer loses confidence particularly in respect of the person who is discharging the office of trust and confidence there can be no justification for directing his reinstatement. He has relied on M/s. Francis Klein & Co. (P) Ltd. V/s. Their Workmen I971 II LLJ615 wherein Their Lordships observed :

"Where an employer loses confidence in his employee, particularly in respect of a person who is discharging an office of trust and confidence, there can be no justification for directing his reinstatement. The post of a durwan in an industrial concern where valuable property, both manufactured goods and assets, require to be guarded is such a post and when one of his colleagues called on him to assist him in apprehending a thief the refusal to do so is certainly an act which justified the employer in losing confidence in him."

It is significant to note that workman was Salesman where absolute diligence, integrity and honesty need to be preserved and under the circumstance reinstatement of the workman would seriously affect the discipline of the organisation. Considering the past record, the nature of duties performed by workman, the proved charge amounts to misconduct and from this point of view the punishment of dismissal imposed on the workman is not at all

disproportionate and consequently action of the management being legal and justified, workman is not entitled to any relief. Issues are answered accordingly and hence the order :

ORDER

The action of the management of Central Cottage Industries Corporation of India Ltd., Mumbai in terminating the services of the workman Mr. Prem Singh Nainsingh Bisht w.e.f. 24-8-1995 is legal and justified.

S. N. SAUNDANKAR, Presiding Officer.
नई दिल्ली, 22 अगस्त, 2003

का. आ. 2622.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेवेली लिग्नाइट कार्पोरेशन, लिमि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 743/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-2003 को प्राप्त हुआ था।

[सं. एल-29011/68/2001-आई आर (विविध)]
बी एम डेविड, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2622.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 743/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Neyveli Lignite Corp. Ltd. and their workman, which was received by the Central Government on 22-8-2003.

[No. L-29011/68/2001-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 18th August, 2003

Present :

K. JAYARAMAN, Presiding Officer.

Industrial Dispute No. 743/2001

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947), between the Management of The General Manager, B & C NLC Ltd., Neyveli and their workman Sri K. Nagarajan]

Between :

Sri K. Nagarajan : I Party/Workman

AND

The General Manager, B&C NLC Ltd., Neyveli. : II Party/Management

APPEARANCE:

For the Workman	: None
For the Management :	M/s Sathya Rao & N. Nithianandam, Advocates

The Central Government, Ministry of Labour vide Notification No. L-29011/68/2001-IR(M) dated 07-11-2001 has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Neyveli Lignite Corporation Ltd. Neyveli is legal and justified in terminating the services of Shri K. Nagarajan? If not, to what relief the workman is entitled?”

2. The matter was taken up on the file of this Tribunal as I.D. No. 743/2001 and notices were issued to both sides. The workman appeared in person and filed Claim Statement in Tamil and the other side also filed Counter Statement.

3. When the matter was posted for enquiry, the Petitioner never appeared for enquiry for a long time, but he has written so many letters for his absence. It appears that the Petitioner/Workman is not interested to pursue the matter.

4. In view of the above circumstances, the present reference is returned to Ministry for want of prosecution. The Government is informed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th August, 2003).

K. JAYARAMAN, Presiding Officer

नई दिल्ली, 22 अगस्त, 2003

का. आ. 2623.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मोटर मेल सर्विस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 मुंबई के पंचाट (संदर्भ संख्या सीजीआईटी-2/162 ऑफ 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-2003 को प्राप्त हुआ था।

[सं. एल-40012/16/99-आई आर (डी यू)]

बी एम डेविड, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2623.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/162 of 99) of the Central Government Industrial Tribunal/Labour Court, No. 2 Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Motor Mail Service and their workman, which was received by the Central Government on 22-8-2003.

[No. L-40012/16/99-IR(DU)]

B. M. DAVID, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT :**

S. N. SAUNDANKAR, Presiding Officer.

Reference No. CGIT-2/162 of 1999**EMPLOYERS IN RELATION TO THE
MANAGEMENT OF DEPARTMENT OF POST**

The Senior Manager
Mail Motor Service,
D/o Post, Worli,
Mumbai-400018.

*V/s.***Their Workmen**

Shri S. S. Rajbhar,
Tokarashi Baithi Chawl No. 3,
Room No. 16, Near China Mills, Scwri.
Mumbai-400015.

APPEARANCES :

For the Employers : Mr. V. Narayanan,
Advocate.

For the Workmen : Mr. M. B. Anchan,
Advocate.

Mumbai, Dated, the 4th June, 2003

AWARD**PART-II**

By the Interim Award dated 6-12-2001 this Tribunal held that the domestic inquiry conducted against the workman Rajbhar was as per the Principles of Natural Justice and the findings of the Inquiry Officer are not perverse. Consequently as per Section 11-A of the Industrial Disputes Act this Tribunal has to consider whether the punishment of dismissal imposed on the workman is legal and justified in the contest of the action of the management.

2. Workman Rajbhar who was working as Mechanic in Mail Motor Service was dismissed on holding domestic inquiry based on the proved charge of production of fake educational certificate while seeking employment though in the verification clause it was made clear at the time of appointment that the information furnished by the candidate proved to be false he shall be terminated at any time, which fall in the category of not maintaining absolute integrity under Rule 14 of CCS (CCA) Rules, 1965. It is the contention of workman that he belongs to SC community, his native place is U.P. and that no school leaving certificate was issued by the school authority and that he was made scape-goat therefore his dismissal was illegal. Management's contention is that punishment imposed on

the workman is proportionate considering the gravity of serious misconduct committed by him.

3. On the quantum of punishment workman Rajbhar filed affidavit in lieu of Examination-in-Chief (Exhibit-27) and closed oral evidence vide purshis (Exhibit-28). In rebuttal, Mr. Kulkarni, Deputy Manager, Mail Motor Service Department of Posts, Mumbai filed affidavit (Exhibit-29) and closed evidence vide purshis (Exhibit-30).

4. Workman filed written submission (Exhibit-31) and management (Exhibit-32). On going through the record, written submissions and hearing the counsels, I record my findings on the issues for the reasons mentioned below :

Issues	Findings
3. Whether the action of the management of Postal Department Mumbai by dismissing the workman Rajbhar from his service is legal and justified?	Yes.
4. If not, what relief the workman is entitled to?	As per order below.

REASONS

5. So far power under Section 11-A is concerned, Their Lordships of Supreme Court in Mithilesh Singh V/s. Union of India & Ors. 2003 SCC L&S 271 clearly observed :

"The scope of interference with punishment awarded by Disciplinary Authority under Section 11-A of the Industrial Disputes Act is very limited and unless the punishment appears to be shockingly disproportionate court cannot interfere with the same."

It is further observed by the Hon'ble Apex Court that it is for the employee concerned to show how the penalty was disproportionate to the proved charges. In Regional Manager, U.P. SRTC, Etawah & Ors. V/s. Hotilal and Anr. 2003 SCC (L&S) 363 their Lordships observed :

"It needs to be emphasized that the court or tribunal while dealing with the quantum of punishment has to record reasons as to why it is felt that the punishment was not commensurate with the proved charges. As has been highlighted in several cases to which reference has been made above, the scope for interference is very limited and restricted to exceptional cases in the indicated circumstances. Unfortunately, in the present case as the quoted extracts of the High Court's order would go to show, no reasons whatsoever have been indicated as to why the punishment was considered disproportionate. Reasons are live links between the mind of the decision taken to the controversy in question and the decision or conclusion arrived at.

Failure to give reasons amounts to denial of justice. A mere statement that it is disproportionate would not suffice. A party appearing before a court, as to what it is that the court is addressing its mind. It is not only the amount involved but the mental set-up, the type of duty performed and similar relevant circumstances which go into the decision-making process while considering whether the punishment is proportionate or disproportionate. If the charged employee holds a position of trust where honesty and integrity are inbuilt requirements of functioning, it would not be proper to deal with the matter leniently. Misconduct in such cases has to be dealt with iron hands. Where the person deals with public money or is engaged in financial transactions or acts in a fiduciary capacity, the highest degree of integrity and trustworthiness is a must and unexceptionable. Judged in that background conclusions of the Division Bench of the High Court do not appear to be proper. We set aside the same and restore order of the learned Single Judge upholding the order of dismissal."

6. As stated above in the domestic inquiry workman Rajbhar was found guilty for producing fake certificate of his qualification from one school i.e. Koylsa, Ajamgadh; though in the verification clause it was made clear at the time of appointment that the information furnished if found false, he shall be terminated at any time. Workman sought employment as Mechanic in 1983 in the Mail Motor Service in the postal department on the fake certificate. According to Deputy Manager, Mr. Kulkarni for similar cause, employee's viz. Dollas, Shine were terminated. No mitigating circumstances has been placed by workman to show as to how the punishment can be characterized has disproportionate and/or shocking. It is settled position of law that penalty imposed must be commensurate with the gravity of the offences charged and that the Industrial Tribunal should be very careful before it interferes with the order made by the management in discharge of their managerial functions. At this juncture the Learned Counsel Mr. Anchan submits that considering the service put by workman and his dependant, that he belongs to SC community, poor and his past record was unblemished sympathy be shown. The fact that workman ventured to produce a fake certificate itself indicates his criminal motive and therefore hardly such persons deserve sympathy where diligence, integrity and honesty needs to be preserved in the Service. The Learned Counsel Mr. Naryanan urged that being sympathetic to the persons who come before the court; the court cannot at the same time be unsympathetic to the large number of eligible persons waiting for a long time in a long queue seeking employment. The fact that workman sought employment on producing fake certificate, if reinstated would be encouraging the guilty persons neglecting the deserving. The proved charge since amounts to serious misconduct under the CCA rules, the

punishment imposed cannot be said to be disproportionate when already department in like cases had terminated the concerned. Looking to the matter from this point of view and in the light of the observation as above, action of the management in dismissing workman Shri Rajbhar is legal and proper; consequently workman is not entitled to any relief. Issues are answered accordingly and hence the order:

ORDER

The action of the management of Postal Department Mumbai by dismissing the workman Shri S.B. Rajbhar from his service is legal and justified.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 22 अगस्त, 2003

का० आ० 2624.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में हेमाद्री सीमेन्ट्स लिं. के प्रबंधतां के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 129/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2003 को प्राप्त हुआ था।

[सं०-143, 18/8/03-आई आर(विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 22nd August, 2003

S. O. 2624.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 129/2002) of the Central Government Industrial Tribunal/Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hemadri Cements Ltd. and their workman, which was received by the Central Government on 18-8-2003.

[No.-143, 18/8/03-I R (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

SHRI E. ISMAIL, Presiding Officer.

Dated the 14th July, 2003

**INDUSTRIAL DISPUTE NO. L.C.I.D. 129/2002
(Old I.D. No. 190/97 transferred from Industrial
Tribunal-cum-Labour Court, Guntur)**

BETWEEN:

Shri P. Yedukondalu
S/o Subbaiah, H. No. 228-3-2/2,
M/s. Hemadri Cements Ltd.,

Vedadri, Via Jaggaiahpet,
Krishna District.
C/o T. Seshachalam,
Powerpet, Eluru.
East Godavari District.

.....Petitioner

AND

The General Manager,
M/s. Hemadri Cements Ltd.,
Vedadri-521 438.

.....Respondent

APPEARANCES:

For the Petitioner : Sri V. Vithal Prasad, Advocate.
For the Respondent : Sri D. Balaraj, Advocate.

AWARD

This case I.D. No. 190/97 is transferred from Industrial Tribunal-cum-Labour Court, Guntur in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR (C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 129/2002. This is a case taken under Sec. 2A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. In spite of several adjournments given from 30-10-2002 for vakalat and enquiry of the Petitioner for ten adjournments including 14-7-2003 the petitioner and his would be Counsel were absent. Petitioner is not evincing any interest since 30-9-2002. There is nothing on record to support the case of the Petitioner. Hence, a 'Nil Award' is passed. Transmit.

Dictated to Kum K. Phani Gori, Personal Assistant transcribed by her corrected and pronounced by me on this the 14th day of July, 2003.

E. ISMAIL, Presiding Officer

Appendix of evidence

**Witnesses examined for
the Petitioner :**

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 24 जुलाई, 2003

का. आ. 2625.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं ० ओ०एम०सी० लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 382/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2003 को प्राप्त हुआ था।

[सं. एल-29011/62/2000-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 24th July, 2003.

S. O. 2625.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 382/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. OMC Ltd. and their workman, which was received by the Central Government on 23-07-2003.

[No. 29011/62/2000-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR****PRESENT:**

Shri S.K. Dhal, OSJS (Sr. Branch).
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 382/2001

Date of Conclusion of the hearing—4th July, 2003

Date of Passing Award—7th July, 2003

Between :

The Management of the Managing Director
M/s. OMC Limited, OMC House,
Bhubaneswar, Orissa-755 019. . . . 1st Party Management

AND

Their Workmen, represented
through the President,
OMC Chrome Zone Employees
Union, Jaipur Road, Orissa. . . . 2nd Party-Union

APPEARANCES:

Shri Saroj Ranjan Pattnaik Office-in-charge, Legal, OMC.	For the 1st Party-Management.
None.	For the 2nd Party-Union

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of Sub-section (1) and Sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29011/62/2000-IR (M) dated 22-3-2001 :

Whether the action of the Management of Orissa Mining Corporation, Bhubaneswar by regularizing Junior employees into non-permanent cadre instead of senior employees (involved in the dispute) like

S. Shri Amulya Kumar Rout, Om Prakash Mohanty, Bhagaban Natia, Krushna Chandra Biswal, Gouri Sen, and Kamal Sanmasi is proper and justified? If not, what relief the disputants are entitled to?"

2. The case of the 2nd Party may be stated in brief:—

There are six disputants who have claimed to have joined in their posts on the following dates which are stated herein below:—

1. Shri A.K. Rout, Elect. Attend.	24-12-1990
2. Shri Om Prakash Mohanty, Elect. Attend.	24-12-1990
3. Shri Bhagaban Natia, Elect. Attend.	05-11-1990
4. Shri K.C. Biswal, Mali Helper	16-03-1988
5. Shri Kamal Sanmasi, Fitter Helper	24-11-1989
6. Smt. Gouri Sen, Canteen Attend.	05-10-1987

According to them the workmen are entitled the facilities as per the direction of the Government of Orissa basing on the decision of the Hon'ble Apex Court like Casual Leave, Sick Leave, Earned Leave for 1 day for every 20 days of work, Bonus as per Bonus Act, House Rent Allowance, Liveries as per eligibility, Special Advance, Festival Advance, Field Camp Allowance etc. After being regularized the above workmen are entitled to the monthly salary and other service benefits but the 1st Party-Management has denied to provide those facilities for which representation was made to the 1st Party-Management who did not consider. So, they raised a dispute and after failure of conciliation the present reference has been made. The Claim Statement has been signed by the President of the Union who has prayed to issue direction to the 1st Party-Management declaring that their action as illegal.

3. The 1st Party-Management has filed their Written Statement. The main stand of the 1st Party-Management is that some other workmen standing on the same footing had approached the Hon'ble High Court for similar relief while disposing of the said Writ Application, the Hon'ble Court refused to grant any relief. So, the present workman standing on the same footing are not entitled for any relief. In Para-13 of the Written Statement it has been further averred that, the disputants have filed writ applications in the Hon'ble High Court on same ground and for same relief so the present reference is not maintainable. Prayer has been made by the 1st Party-Management to this Tribunal to answer the reference by recording a finding that the workmen are not entitled for any relief.

4. On the above pleadings of the parties, the following Issues have been settled.

ISSUES

- “Whether the action of the 1st Party-Management of Orissa Mining Corporation, Bhubaneswar by regularizing junior employees

into non-permanent cadre instead of senior employees (involved in the dispute like, S/Shri Amulya Kumar Rout, Om Prakash Mohanty, Bhagaban Natia, Krushna Chandra Biswal, Gouri Sen, and Kamal Sanmasi is proper and justified?"

2. If not, to what relief the disputants are entitled?

5. It may be stated here that, after filing of the rejoinder and settlement of Issues, when the case was posted for adducing either oral or documentary evidence the 2nd Party remained absent and did not take any step. The 1st Party-Management has not adduced any oral evidence but he has placed their case before this Tribunal by filing a separate written note of argument.

FINDINGS

ISSUE NO. I

6. Admittedly, the dispute has been raised by the disputants who have been represented through their Union. So, the initial burden lies on the Union to convince this Tribunal by placing materials either oral evidence or documentary evidence to support their case that the action of the 1st Party-management by regularizing junior employees into non-permanent cadre instead of senior employees (disputants) is improper and unjustified but unfortunately no materials have been placed before this Tribunal. On the other hand, the 1st Party-Management has filed number of documents in support of their stand. In absence of any materials in support of the case of the 2nd Party it can be said that the action of the 1st Party-Management of Orissa Mining Corporation, Bhubaneswar, by regularizing junior employees into non-permanent cadre instead of senior employees (involved in the dispute) like S/Shri Amulya Kumar Rout, Omprakash Mohanty, Bhagaban Natia, Krushna Chandra Biswal, Gouri Sen and Kamal Sanmasi is improper and unjustified. Hence, this issue is answered accordingly. No claim has been made in the claim statement in this regard.

ISSUE NO. II

7. In view of my findings given in respect of Issue No. I, the 2nd Party-disputants are not entitled for any relief.

8. Reference is answered accordingly.

Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 4 सितम्बर, 2003

का.आ. 2626.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) को धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 अक्टूबर, 2003 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है)

अध्याय-5 और 6 [धारा -76 की उपधारा (i) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपरन्थ केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“जिला तथा तालुक तिरुवनन्तपुरम में राजस्व ग्राम-चेरूवकल के अधीन आने वाले क्षेत्र”।

[सं. एस-38013/29/03-एस एस-I]

के.सी. जैन, निदेशक

New Delhi, the 4th September, 2003

S.O. 2626.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2003 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

“Cheruvakkal in Trivandrum Taluk and District,”

[No. S-38013/29/2003-SS-I]

K.C. JAIN, Director

नई दिल्ली, 4 सितम्बर, 2003

का.आ. 2627.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 अक्टूबर, 2003 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा -76 की उपधारा (i) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपरन्थ तमிலनாடு राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“जिला सिवगंगे के तालुक तिरुपतूर में राजस्व ग्राम-सिंगमपुनारी के अधीन आने वाले क्षेत्र”।

[सं. एस-38013/30/03-एस एस-I]

के.सी. जैन, निदेशक

New Delhi, the 4th September, 2003

S.O. 2627.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2003 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Tamil Nadu namely:—

“Areas comprising the Revenue Village of Singampunari of Thiruppattur Taluk in Sivagangai District”

[No. S-38013/30/2003-SS-I]

K. C. JAIN, Director

नई दिल्ली, 5 सितम्बर, 2003

का.आ. 2628.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय एन.ई.सी.एल. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण गुवाहाटी (संदर्भ संख्या 3(सी)003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-9-2003 को प्राप्त हुआ था।

[सं. एल-22012/108/2002-आईआर (सी एम-II)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 5th September, 2003

S.O. 2628.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3(C)003 of the Industrial Tribunal Guwahati as shown in the Annexure in the Industrial Dispute between the management of NECL, and their workman, which was received by the Central Government on 4-09-2003.

[No. L-22012/108/2002-IR (CM-II)]

S.S. GUPTA, Under Secy.

ANNEXURE

OFFICE OF THE INDUSTRIAL TRIBUNAL, ASSAM : GUWAHATI

Reference No. 3(C)003

PRESENT :

Shri H.A. Hazarika,
Presiding Officer,
Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between :

The Management of Northern Eastern Coal Fields,
Margherita, Distt. Tinsukia, Assam

AND

Their workman Sri Nandeshwar Saikia

AWARD

The Govt. of India, Ministry of Labour, New Delhi vide its Notification No. L-22012/108/2002-(IR)-(CM-II) dated 18-12-02 referred this Industrial Dispute arose between the Management of Coal India Ltd. and their workman Sri Nandeshwar Saikia. Under section 10 of the Industrial Dispute Act, 1947.

The same is registered by this Tribunal being Reference No. 3(C)/03 and taken up the proceeding for adjudication on the basis of following issues :—

"Whether the action of the management of Coal India Ltd., North Eastern Coal Fields Ltd. in terminating the services of Sh. Nandeshwar Saikia w.e.f. 31-8-94 instead of regularising his services is legal and justified? If not, to what relief he is entitled to?"

On 11-8-2003 the management is represented by Ld. Advocate Mr. Biswajit Kalita. None present for workman. Parused previous orders passed by me in this proceeding. Heard Ld. Advocate Mr. Kalita on parusal of record it appears that the workman concerned is not at all interested to proceed with the proceeding as such I feel at present there is no dispute between the parties.

Under the above fact and circumstances for ends of justice I think it would be just if the proceeding is ended by passing no dispute award. Prepare the Award accordingly to sent it to Govt. Concerned.

H.A. Hazarika, Presiding Officer

नई दिल्ली, 5 सितम्बर, 2003

का. आ. 2629.—केन्द्रीय सरकार संतुष्ट है कि लोकहित में ऐसा अपेक्षित है कि ईंधन गैसों (कोयला गैस, प्राकृतिक गैस और ऐसी अन्य) के प्रसंस्करण एवं उत्पादन में लगे उद्योग में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविधि 29 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. सं. एस-11017/2/2003-आई आर (पी एल)]

जे. पी. पति, संयुक्त सचिव

New Delhi, the 5th September, 2003

S.O. 2629.—Whereas the Central Government is satisfied that the public interest required that the services in the Processing or Production of Fuel Gases (Coal Gas, Natural Gas & the like) which is covered by item 29 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act.

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/2/2003-IR (PL)]

J. P. PATI, Jt. Secy.